



Amendment No. 6
to
Agreement No. 9100 NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(Community Tax Center Continuation)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars (\$137,547)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 22,275	\$ 393,525
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,034	\$ 399,559
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 3,355	\$ 402,914
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 137,547	\$ 540,461
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 137,547	\$ 678,008

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 7/16/2019]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/13/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/10/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$137,547 (*One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 8/9/19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 09/04/19

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2020

Program Goals And Objectives

Foundation Communities' (FC) Community Tax Center Continuation Program provides low-income clients with resources and strategies to make the transition out of poverty and become self-sufficient. The Community Tax Center Continuation Program (CTCCP) provides tax preparation services for federal income taxes for low-income clients, supporting those who are eligible for Earned Income Tax Credits (EITC) and/or Child Tax Credits to receive or maintain them. FC's five Community Tax Centers also serve as outreach centers for tax center clients to consider FC's related financial capability services; financial education, coaching, credit counseling, and Cash for College.

Program Clients Served

The target population for the CTCCP is households eligible for EITC. The EITC is a refundable credit for working individuals and couples, particularly those with children and the benefit amount depends on taxpayer income and number of children. The average client annual household income is approximately \$21,000.

The program follows the Internal Revenue Services (IRS) guidelines for eligibility. Households eligible to receive services have a maximum income of \$50,000 for a household of four individuals or less. For year additional family member, the IRS allows for an additional income of \$5000. Because Foundation Communities uses a cost allocation model, clients are not specified to be served by unique funding sources. Therefore, to be compliant with the City of Austin contract, Foundation Communities will ensure at least the same percentage of total program funding of clients will be residents of the City of Austin and/or Travis County and have household incomes at or below 200% FPL.

Tax Center volunteers assist clients in preparing taxes via two methods: completion of paper tax returns and electronic return filing. When Tax Center volunteers assist clients with completing a paper return, the client's identity is verified and a trained volunteer assists the client in completing a paper tax form. Primary funders, including the Internal Revenue Service require identity verification, however maintaining identity documentation is not a requirement. When the tax form is complete, the client leaves the Tax Centers with the forms. It is the client's responsibility to file the paper return.

In the 2015 tax season, only 17% of the approximate 20,000 annual tax returns filed were on paper. When Tax Center volunteers assist clients with completing an electronic return, the volunteer verifies identity, makes copies of the identification documents (including a copy of the Social Security card), assists the client with completing an electronic tax return, submits the electronic tax return on behalf of the client, and files the return as well as the identification documents in a file. If the IRS rejects an electronic return, the Tax Center staff is responsible for correcting the error. Almost all rejected files are due to typographical errors in the social security number or client name. By keeping identification documents in-house, Tax Center staff can easily make almost all corrections needed for the IRS to process the return.

City of Austin monitors will request a sample of client files whose returns were filed electronically to review during the Annual On-Site. Monitors will review a sample of files which meet COA eligible requirements as stated above. COA will verify:

- Identification documentation
- Signed Form 8879

Program Services And Delivery

During the filing season from mid-January through April 15, FC operates five tax center locations: Community Financial Center (CFC), Community Financial Center North, Round Rock Public Library, Lifeworks East Office, and Southeast Health and Wellness Center. All Austin tax centers are located on bus routes and are open five to seven days a week through filing season. Clients can be seen by appointment or by walk in. From May – October, FC re-opens the tax center location at the CFC for 20 hours per week to continue preparing tax returns for clients who need to file prior year returns, submit amendments, or who need to respond to IRS correspondence.

FC relies on over 600 volunteers to provide free income tax preparation. Volunteers complete a minimum of eight hours of training in tax law with a heavy emphasis on understanding credits, like the EITC and the Child Tax Credit. After training, volunteers take their IRS certification exams.

Every client coming to the tax centers is surveyed about how they heard about FC's tax preparation program. FC uses this information to decide how to allocate resources for client outreach. Emphasis is placed upon retaining prior-year clients. FC

Created 4/6/2015 12:43:00 PM

Last Modified, If Applicable 7/16/2019 10:27:00 AM

Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2020

employs a large grassroots outreach effort which relies upon 1.5 full time staff members.

Each tax center site is overseen by a paid staff member who ensures that the site is operating efficiently and that quality service is being provided. Upon arrival, tax center clients are greeted by an intake volunteer who screens eligibility for tax preparation and gives information about other financial services offered, including participating in FC's Savings Bond Incentive Program (done while filing the return). The client is placed in queue to meet with the next available tax preparer that conducts a thorough interview and determines eligibility for credits such as the EITC and Child Tax Credit. After completion, the return is quality reviewed by another volunteer. The client has an opportunity to ask additional questions, and then takes an exit survey rating services and requesting follow-up and/or additional financial services (education, coaching, scholarships, and insurance enrollment). Program staff contacts clients requesting follow up on other financial services through the exit survey within three weeks.

While the CTCPP does not include funding for FC's related financial capability services (financial education, financial coaching and Cash for College), outreach is conducted at the tax centers. If a client is interested, they are referred to FC's programs. Group financial education classes and one-on-one coaching are available for households earning less than \$50,000 annually. The majority earn below 200% of Federal Poverty Guidelines.

During the tax filing season, the Cash for College program is offered at all tax center locations. From May-December, the Cash for College program operates at two locations post-tax filing season: the CFC (South) and Highland Mall (North). During tax season, program staff circulates the waiting room talking to clients about pursuing post-secondary education for themselves or their children. Free Application for Federal Student Aid (FAFSA) preparation goes hand-in-hand with tax preparation, with similar client demographics. At tax preparation intake, clients are asked if they are interested in finding out how much financial aid they could receive to go to college; if they say yes, they see a FAFSA preparer, who will complete the FAFSA during tax prep.

System for Collecting and Reporting Program Data

Client data is received through intakes, follow-ups, and case notes. The Tax Center staff input tax preparation client data into the Tax Wise program. This raw data is exported into Excel and given to the grants administrator, who compiles it into useful, meaningful information that identifies trends and impacts. The Asset Building Director compiles the data and presents it the grants administrator to report to funders. Program directors work closely with the grants administrator to oversee data management and monitor outcome evaluations. This ensures that the program remains compliant and achieves the goals it set out to achieve, and allows the program staff to identify and address any challenges.

Performance Evaluation

All clients served by FC Financial Capability programming complete an intake form that captures basic demographic and baseline data. Information about income tax returns prepared and refunds and credits secured for clients can be gleaned, in great detail, through Tax Wise, the IRS-provided software FC uses for tax preparation. This ensures that the program is remaining compliant and achieving its goals, as well as enabling the program staff to identify and address any challenges. During the tax season, information is reported to the Deputy Executive Director regularly on progress towards goals. Post-tax filing season, it is reported on a monthly basis. Quarterly, the Board of Directors receives a report on progress towards goals.

Quality Improvement

Foundation Communities program staff performs process evaluations during each tax season to identify any quality issues, and consults with other tax preparation sites nationwide to ensure that the program is running efficiently and is utilizing best practices in the field. Staff attends annual conferences and trainings.

Foundation Communities staff have systems in place to identify problems in strategies, service delivery and expenditures, with steps on how to address each problem. Upon receiving a service, every client has the option to complete an exit survey which allows the client to directly communicate with program managers about flaws in the delivery system. These exit surveys are reviewed monthly. Clients are given a customer support number to call and report any issues that may need immediate attention. Volunteers and staff are given the opportunity to provide regular feedback through online and phone surveys.

Directors report information monthly to the Grants Administrator, who is in charge of compiling the data and ensuring the

Created 4/6/2015 12:43:00 PM

Last Modified, If Applicable 7/16/2019 10:27:00 AM

Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2020

programs are in compliance. Monthly program reviews are held between program staff, financial administrators and the Grants Administrator. During tax season, the program staff meets with the Grants Administrator weekly to address problems and adjust strategies accordingly with expedience.

Service Coordination with Other Agencies

FC cooperates with community partners including Workforce Solutions, Goodwill, City of Austin, City of Round Rock, Travis County, 2-1-1 Texas, Austin Independent School District, University of Texas- McCombs School of Business, Junior League of Austin, Greater Austin Chamber of Commerce, and the IRS to make the CTCCP possible. These community partners help by assisting with outreach, providing space, providing volunteers, and other support.

FC is the only IRS sponsored VITA (Volunteer Income Tax Assistance) program in Austin; however, AARP runs a smaller Tax-Aide program. Clients who exceed FC's income guidelines are referred to an AARP site.

FC provides technical assistance to Cornerstone Financial, Consumer Credit Counseling Services, and Habitat for Humanity to start financial coaching programs and offer financial education classes. The Austin Chamber of Commerce sponsors financial aid Saturdays in the spring. FC receives the sign in sheet for these events and conducts follow up with students who signed in but were not able to be served. FC also provides support to guidance counselors at local high schools who simply do not have the capacity to help each student in their case load with completing their FAFSA.

The Community Tax Centers establish MOUs with FC's tax center hosts, such as Austin Community College, Life Works, Central Health, and Round Rock Public Library. Co-locating with other organizations provides clients with a convenient option for tax preparation.

During tax season, partner organizations are often on-site at FC tax center locations conducting outreach and even enrolling clients in their services and programs. Each year representatives from the Capital Area Food Bank are on-site enrolling eligible clients in CHIP. This tax season, FC had representatives from the Taxpayer Advocate. Local financial institutions were also available to help clients open bank accounts. FC's Success Project is an example of a strong partnership with ACC around access to higher education.

Service Collaboration with Other Agencies

There are no collaborations under this contract.

Community Planning Activities

Locally, FC is engaged with United Way, which leads several initiatives aimed at increasing the financial stability of low-income households. Additionally, FC is an active participant in Financial Fitness Greater Austin, a City-wide awareness and education event in April of each year. Statewide, FC is a member of RAISE Texas, which works on proposing and advocating for policy changes that improve the financial stability of low-income households.

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	2816	14784	17600

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals obtaining or maintaining public benefits	10560
1 Den	Number of individuals in program	17600
1 Rate	Percent of individuals who obtain or maintain public benefits	60

Program Budget and Narrative

Program Start 10/1/2019

Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$116,372.00	\$494,147.00	\$610,519.00
General Operations Expenses	\$21,175.00	\$226,532.00	\$247,707.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$21,175.00	\$226,532.00	\$247,707.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$137,547.00	\$720,679.00	\$858,226.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, taxes, retirement, and insurance for Tax Center staff and management.

General Op Expenses

Program/office supplies, marketing/outreach costs, volunteer recruitment/training, printing, building occupancy (utilities, security, telecom, custodial, building maintenance).

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 5
to
Agreement No. NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(Community Tax Center Continuation)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars (\$137,547)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 22,275	\$ 393,525
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,034	\$ 399,559
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 3,355	\$ 402,914
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 137,547	\$ 540,461

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/8/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/29/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$137,547 (**One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars**).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

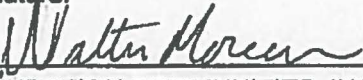
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:




FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date:

7/17/18

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

09/12/18

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	2816	14784	17600

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals obtaining or maintaining public benefits	10560
1 Den	Number of individuals in program	17600
1 Rate	Percent of individuals who obtain or maintain public benefits	60

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
Salary plus Benefits	\$116,372.00	\$494,147.00	\$610,519.00
General Operations Expenses	\$21,175.00	\$226,532.00	\$247,707.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$21,175.00	\$226,532.00	\$247,707.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$137,547.00	\$720,679.00	\$858,226.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, taxes, retirement, and insurance for Tax Center staff and management.

General Op Expenses

Program/office supplies, marketing/outreach costs, volunteer recruitment/training, printing, building occupancy (utilities, security, telecom, custodial, building maintenance).

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4
to
Agreement No. NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(Community Tax Center Continuation)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Three Thousand Three Hundred Fifty Five dollars (\$3,355)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 22,275	\$ 393,525
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,034	\$ 399,559
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 3,355	\$ 402,914

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 12/1/2017]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 12/1/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$402,914 (Four Hundred Two Thousand Nine Hundred Fourteen dollars)**, and **\$137,547 (One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars)** per 12 month

extension option, for a total Agreement amount of \$815,555. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$137,547 (One Hundred Thirty Seven Thousand Five Hundred Forty Seven dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

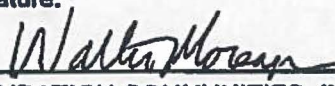
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:




FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 1/10/2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 02/15/18

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Output Measure Description</i>				
1 Total Number of Unduplicated Clients Served	2270	2270	2816	5000

<i>Outcomes</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Outcome Measure Description</i>				
Number of individuals obtaining or maintaining public benefits	10560	10560	10560	23760
2B Number of individuals in program	17600	17600	17600	39600
Percent of individuals who obtain or maintain public benefits	60	60	60	60

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/6/2015 1:26:00 PM

Last Modified, If Applicable: 12/1/2017 11:39:00 AM

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$110,000.00	\$113,017.00	\$116,372.00		\$339,389.00
General Operations Expenses	\$21,175.00	\$21,175.00	\$21,175.00		\$63,525.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$21,175.00	\$21,175.00	\$21,175.00		\$63,525.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$131,175.00	\$134,192.00	\$137,547.00		\$402,914.00
Total Period Percentage	32.56	33.31	34.14		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, taxes, retirement, and insurance for Tax Center staff and management.

General Op Expenses

Program/office supplies, marketing/outreach costs, volunteer recruitment/training, printing, building occupancy (utilities, security, telecom, custodial, building maintenance)

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 3
to
Contract No. NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(Community Tax Center Continuation)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Six Thousand and Thirty Four dollars (\$6,034)**. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 22,275	\$ 393,525
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 6,034	\$ 399,559

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/11/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council,

which is **\$399,559 (Three Hundred Ninety Nine Thousand Five Hundred Fifty Nine dollars)**, and **\$134,192 (One Hundred Thirty Four Thousand One Hundred Ninety Two dollars)** per 12 month extension option, for a total Agreement amount of \$802,135. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$134,192 (**One Hundred Thirty Four Thousand One Hundred Ninety Two dollars**);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$134,192 (**One Hundred Thirty Four Thousand One Hundred Ninety Two dollars**).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's

accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use

13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:



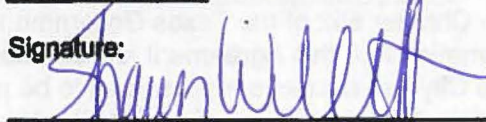
FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date:

02/24/2017

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

3/23/17

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$110,000.00	\$113,017.00	\$113,017.00	\$336,034.00	
<i>General Operations Expenses</i>	\$21,175.00	\$21,175.00	\$21,175.00	\$63,525.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$21,175.00	\$21,175.00	\$21,175.00	\$63,525.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$131,175.00	\$134,192.00	\$134,192.00	\$399,559.00	
<i>Total Period Percentage</i>	32.83	33.59	33.59		

Detailed Budget Narrative

Salaries plus Benefits	<i>Salaries, taxes, retirement, and insurance for Tax Center staff and management.</i>
General Op Expenses	<i>Program/office supplies, marketing/outreach costs, volunteer recruitment/training, printing, building occupancy (utilities, security, telecom, custodial, building maintenance)</i>
Program Subcontractors	
Staff Travel	
Conferences	
Food and Beverage	
Financial Assistance	
Other Assistance	
Capital Outlay	

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	DeI Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 2
to
Contract No. NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(Community Tax Center Continuation)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Twenty Two Thousand Two Hundred Seventy Five dollars (\$22,275)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 22,275	\$ 393,525

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/15/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/15/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$393,525 (Three Hundred Ninety Three Thousand Five Hundred Twenty Five dollars)**, and **\$131,175 (One Hundred Thirty One Thousand One Hundred Seventy Five dollars)** per twelve (12) month extension option, for a total Contract amount of \$787,050. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$131,175 (*One Hundred Thirty One Thousand One Hundred Seventy Five dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$131,175 (*One Hundred Thirty One Thousand One Hundred Seventy Five dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$131,175 (*One Hundred Thirty One Thousand One Hundred Seventy Five dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature: _____

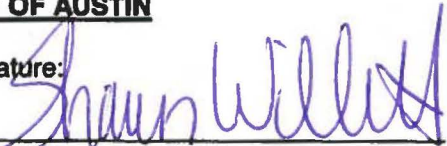

FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: _____

03.21.16

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

7/7/16

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs

<i>ID</i>	<i>Output Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
1	Total Number of Unduplicated Clients Served	2270	2270	2270	5000

Outcomes

<i>ID</i>	<i>Outcome Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
	Number of individuals obtaining or maintaining public benefits	10560	10560	10560	23760
2B	Number of individuals in program	17600	17600	17600	39600
	Percent of individuals who obtain or maintain public benefits	60	60	60	60

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/6/2015 1:26:00 PM

Last Modified, If Applicable: 3/15/2016 9:25:00 AM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$110,000.00	\$110,000.00	\$110,000.00	\$330,000.00	
<i>General Operations Expenses</i>	\$21,175.00	\$21,175.00	\$21,175.00	\$63,525.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$21,175.00	\$21,175.00	\$21,175.00	\$63,525.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$131,175.00	\$131,175.00	\$131,175.00	\$393,525.00	
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries for Tax Center staff and management

- Full-time staff receive health insurance, long-term disability insurance, and retirement benefits paid 100% by FC.

General Op Expenses

Includes general program supplies, marketing and outreach costs, volunteer recruitment and training expenses, printing and facility costs (utilities, telecommunications, and custodial).

Program Subcontractors**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 1
to
Contract No. NG150000028
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN

(Community Tax Center Continuation)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 371,250
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 371,250

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 11/23/2015]*

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:

Walter Moreau

FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3038 South First Street
Austin, TX 78704

Date: 11.24.15

CITY OF AUSTIN

Signature:

[Signature]

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/4/15

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

Foundation Communities' (FC) Community Tax Center Continuation Program provides low-income clients with resources and strategies to make the transition out of poverty and become self-sufficient. The Community Tax Center Continuation Program (CTCCP) provides tax preparation services for federal income taxes for low-income clients, supporting those who are eligible for Earned Income Tax Credits (EITC) and/or Child Tax Credits to receive or maintain them. FC's five Community Tax Centers also serve as outreach centers for tax center clients to consider FC's related financial capability services; financial education, coaching, credit counseling, and Cash for College.

Program Clients Served

The target population for the CTCCP is households eligible for EITC. The EITC is a refundable credit for working individuals and couples, particularly those with children and the benefit amount depends on taxpayer income and number of children. The average client annual household income is approximately \$21,000.

The program follows the Internal Revenue Services (IRS) guidelines for eligibility. Households eligible to receive services have a maximum income of \$50,000 for a household of four individuals or less. For year additional family member, the IRS allows for an additional income of \$5000. Because Foundation Communities uses a cost allocation model, clients are not specified to be served by unique funding sources. Therefore, to be compliant with the City of Austin contract, Foundation Communities will ensure at least the same percentage of total program funding of clients will be residents of the City of Austin and/or Travis County and have household incomes at or below 200% FPL.

Tax Center volunteers assist clients in preparing taxes via two methods: completion of paper tax returns and electronic return filing. When Tax Center volunteers assist clients with completing a paper return, the client's identity is verified and a trained volunteer assists the client in completing a paper tax form. Primary funders, including the Internal Revenue Service require identity verification, however maintaining identity documentation is not a requirement. When the tax form is complete, the client leaves the Tax Centers with the forms. It is the client's responsibility to file the paper return.

In the 2015 tax season, only 17% of the approximate 20,000 annual tax returns filed were on paper. When Tax Center volunteers assist clients with completing an electronic return, the volunteer verifies identity, makes copies of the identification documents (including a copy of the Social Security card), assists the client with completing an electronic tax return, submits the electronic tax return on behalf of the client, and files the return as well as the identification documents in a file. If the IRS rejects an electronic return, the Tax Center staff is responsible for correcting the error. Almost all rejected files are due to typographical errors in the social security number or client name. By keeping identification documents in-house, Tax Center staff can easily make almost all corrections needed for the IRS to process the return.

City of Austin monitors will request a sample of client files whose returns were filed electronically to review during the Annual On-Site. Monitors will review a sample of files which meet COA eligible requirements as stated above. COA will verify:

- Identification documentation
- Signed Form 8879,
- Signed current year tax form

Program Services And Delivery

During the filing season from mid-January through April 15, FC operates five tax center locations: Community Financial Center (CFC), Community Financial Center North, Round Rock Public Library, Lifeworks East Office, and Southeast Health and Wellness Center. All Austin tax centers are located on bus routes and are open five to seven days a week through filing season. Clients can be seen by appointment or by walk in. From May – October, FC re-opens the tax center location at the CFC for 20 hours per week to continue preparing tax returns for clients who need to file prior year returns, submit amendments, or who need to respond to IRS correspondence.

FC relies on over 600 volunteers to provide free income tax preparation. Volunteers complete a minimum of eight hours of training in tax law with a heavy emphasis on understanding credits, like the EITC and the Child Tax Credit. After training, volunteers take their IRS certification exams.

Every client coming to the tax centers is surveyed about how they heard about FC's tax preparation program. FC uses this

Created 4/6/2015 12:43:00 PM

Last Modified, If Applicable 11/23/2015 9:11:00 AM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

information to decide how to allocate resources for client outreach. Emphasis is placed upon retaining prior-year clients. FC employs a large grassroots outreach effort which relies upon 1.5 full time staff members.

Each tax center site is overseen by a paid staff member who ensures that the site is operating efficiently and that quality service is being provided. Upon arrival, tax center clients are greeted by an intake volunteer who screens eligibility for tax preparation and gives information about other financial services offered, including participating in FC's Savings Bond Incentive Program (done while filing the return). The client is placed in queue to meet with the next available tax preparer that conducts a thorough interview and determines eligibility for credits such as the EITC and Child Tax Credit. After completion, the return is quality reviewed by another volunteer. The client has an opportunity to ask additional questions, and then takes an exit survey rating services and requesting follow-up and/or additional financial services (education, coaching, scholarships, and insurance enrollment). Program staff contacts clients requesting follow up on other financial services through the exit survey within three weeks.

While the CTCCP does not include funding for FC's related financial capability services (financial education, financial coaching and Cash for College), outreach is conducted at the tax centers. If a client is interested, they are referred to FC's programs. Group financial education classes and one-on-one coaching are available for households earning less than \$50,000 annually. The majority earn below 200% of Federal Poverty Guidelines.

During the tax filing season, the Cash for College program is offered at all tax center locations. From May-December, the Cash for College program operates at two locations post-tax filing season: the CFC (South) and Highland Mall (North). During tax season, program staff circulates the waiting room talking to clients about pursuing post-secondary education for themselves or their children. Free Application for Federal Student Aid (FAFSA) preparation goes hand-in-hand with tax preparation, with similar client demographics. At tax preparation intake, clients are asked if they are interested in finding out how much financial aid they could receive to go to college; if they say yes, they see a FAFSA preparer, who will complete the FAFSA during tax prep.

System for Collecting and Reporting Program Data

Client data is received through intakes, follow-ups, and case notes. The Tax Center staff input tax preparation client data into the Tax Wise program. This raw data is exported into Excel and given to the grants administrator, who compiles it into useful, meaningful information that identifies trends and impacts. The Asset Building Director compiles the data and presents it the grants administrator to report to funders. Program directors work closely with the grants administrator to oversee data management and monitor outcome evaluations. This ensures that the program remains compliant and achieves the goals it set out to achieve, and allows the program staff to identify and address any challenges.

Performance Evaluation

All clients served by FC Financial Capability programming complete an intake form that captures basic demographic and baseline data. Information about income tax returns prepared and refunds and credits secured for clients can be gleaned, in great detail, through Tax Wise, the IRS-provided software FC uses for tax preparation. This ensures that the program is remaining compliant and achieving its goals, as well as enabling the program staff to identify and address any challenges. During the tax season, information is reported to the Deputy Executive Director regularly on progress towards goals. Post-tax filing season, it is reported on a monthly basis. Quarterly, the Board of Directors receives a report on progress towards goals.

Quality Improvement

Foundation Communities program staff performs process evaluations during each tax season to identify any quality issues, and consults with other tax preparation sites nationwide to ensure that the program is running efficiently and is utilizing best practices in the field. Staff attends annual conferences and trainings.

Foundation Communities staff have systems in place to identify problems in strategies, service delivery and expenditures, with steps on how to address each problem. Upon receiving a service, every client has the option to complete an exit survey which allows the client to directly communicate with program managers about flaws in the delivery system. These exit surveys are reviewed monthly. Clients are given a customer support number to call and report any issues that may need immediate attention. Volunteers and staff are given the opportunity to provide regular feedback through online and phone surveys.

*Created 4/6/2015 12:43:00 PM**Last Modified, If Applicable 11/23/2015 9:11:00 AM*

Program Work Statement

*Contract Start Date***9/1/2015***Contract End Date***9/30/2018**

Directors report information monthly to the Grants Administrator, who is in charge of compiling the data and ensuring the programs are in compliance. Monthly program reviews are held between program staff, financial administrators and the Grants Administrator. During tax season, the program staff meets with the Grants Administrator weekly to address problems and adjust strategies accordingly with expedience.

Service Coordination with Other Agencies

FC cooperates with community partners including Workforce Solutions, Goodwill, City of Austin, City of Round Rock, Travis County, 2-1-1 Texas, Austin Independent School District, University of Texas- McCombs School of Business, Junior League of Austin, Greater Austin Chamber of Commerce, and the IRS to make the CTCCP possible. These community partners help by assisting with outreach, providing space, providing volunteers, and other support.

FC is the only IRS sponsored VITA (Volunteer Income Tax Assistance) program in Austin; however, AARP runs a smaller Tax-Aide program. Clients who exceed FC's income guidelines are referred to an AARP site.

FC provides technical assistance to Cornerstone Financial, Consumer Credit Counseling Services, and Habitat for Humanity to start financial coaching programs and offer financial education classes. The Austin Chamber of Commerce sponsors financial aid Saturdays in the spring. FC receives the sign in sheet for these events and conducts follow up with students who signed in but were not able to be served. FC also provides support to guidance counselors at local high schools who simply do not have the capacity to help each student in their case load with completing their FAFSA.

The Community Tax Centers establish MOUs with FC's tax center hosts, such as Austin Community College, Life Works, Central Health, and Round Rock Public Library. Co-locating with other organizations provides clients with a convenient option for tax preparation.

During tax season, partner organizations are often on-site at FC tax center locations conducting outreach and even enrolling clients in their services and programs. Each year representatives from the Capital Area Food Bank are on-site enrolling eligible clients in CHIP. This tax season, FC had representatives from the Taxpayer Advocate. Local financial institutions were also available to help clients open bank accounts. FC's Success Project is an example of a strong partnership with ACC around access to higher education.

Service Collaboration with Other Agencies

There are no collaborations under this contract.

Community Planning Activities

Locally, FC is engaged with United Way, which leads several initiatives aimed at increasing the financial stability of low-income households. Additionally, FC is an active participant in Financial Fitness Greater Austin, a City-wide awareness and education event in April of each year. Statewide, FC is a member of RAISE Texas, which works on proposing and advocating for policy changes that improve the financial stability of low-income households.

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas RioGrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Table of Contents

1. Executive Summary
2. Connection to Self- Sufficiency Goals and Life Continuum Categories -
Section 0615
3. Application: Solicitation Number: EAD0116
4. Local Business Presence - Section 0605
5. Bonus Evaluation Points
6. Required Attachments
 - a. Logic Model
 - b. Program Performance Measures and Goals - Section 0640
 - c. MOUs
 - d. Monitoring Reports
 - e. Program Staff Positions and Time - Section 0645
 - f. Program Budget and Narrative - Section 0650
 - g. Program Funding Summary -Section 0655
7. Application Response

Application Response





CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Foundation Communities

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Julian Huerta

Title: Deputy Executive Director

Signature of Officer or Authorized Representative: 

E-Mail Address: Julian.Huerta@foundcom.org

Phone Number: 512-610-4013

*** Application response must be submitted with this Offer sheet to be considered for award**



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
FOUNDATION COMMUNITIES, INC.
FOR**

SOCIAL SERVICES

(Community Tax Center Continuation)

CONTRACT NO. NG150000028

CONTRACT AMOUNT: \$371,250

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Foundation Communities, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 3036 South First Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 Designation of Key Personnel. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Michelle Friedman or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Walter Moreau, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$371,250 (Three Hundred Seventy One Thousand Two Hundred Fifty dollars)**, and \$123,750 (*One Hundred Twenty Three Thousand Seven Hundred Fifty dollars*) per twelve (12) month extension option, for a total Contract amount of \$742,500. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$123,750 (*One Hundred Twenty Three Thousand Seven Hundred Fifty dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$123,750 (*One Hundred Twenty Three Thousand Seven Hundred Fifty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$123,750 (*One Hundred Twenty Three Thousand Seven Hundred Fifty dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

- 4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Foundation Communities, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Walter Moreau, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	3036 South First Street	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78704	Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

FOUNDATION COMMUNITIES, INC.

Signature: Walter Moreau

Name: Walter Moreau
Printed Name

Title: Executive Director

Date: 5/27/15

CITY OF AUSTIN

Signature: [Signature]

Name: JAMER SCARBOW
PURCHASING OFFICE

Date: 7/24/15

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

Foundation Communities' (FC) Community Tax Center Continuation Program provides low-income clients with resources and strategies to make the transition out of poverty and become self-sufficient. The Community Tax Center Continuation Program (CTCCP) provides tax preparation services for federal income taxes for low-income clients, supporting those who are eligible for Earned Income Tax Credits (EITC) and/or Child Tax Credits to receive or maintain them. FC's five Community Tax Centers also serve as outreach centers for tax center clients to consider FC's related financial capability services; financial education, coaching, credit counseling, and Cash for College.

Program Clients Served

The target population for the CTCCP is households eligible for EITC. The EITC is a refundable credit for working individuals and couples, particularly those with children and the benefit amount depends on taxpayer income and number of children. The average client annual household income is approximately \$21,000, although FC serves those who make up to \$50,000.

Only clients with incomes at or below 200% of Federal Poverty Guidelines who live in Austin or Travis County will be served with City of Austin funds.

Client eligibility is verified on an annual basis through information collected from tax filers which includes: client identification, including government-issued photo ID (also for spouse); address verified by W2 and/or utility bill; Social Security card or Individual Tax Payer Identification Number (ITIN) letter for everyone on the return; IRS Form 13614-C "Intake/Interview & Quality Review Sheet" (basic info and contact info); income documents including W2 and 1099 forms.

Program Services And Delivery

During the filing season from mid-January through April 15, FC operates five tax center locations: Community Financial Center (CFC), Highland Mall, Round Rock Public Library, Lifeworks East Office, and Southeast Health and Wellness Center. All Austin tax centers are located on bus routes and are open five to seven days a week through filing season. Clients can be seen by appointment or by walk in. From May – October, FC re-opens the tax center location at the CFC for 20 hours per week to continue preparing tax returns for clients who need to file prior year returns, submit amendments, or who need to respond to IRS correspondence.

FC relies on over 600 volunteers to provide free income tax preparation. Volunteers complete a minimum of eight hours of training in tax law with a heavy emphasis on understanding credits, like the EITC and the Child Tax Credit. After training, volunteers take their IRS certification exams.

Every client coming to the tax centers is surveyed about how they heard about FC's tax preparation program. FC uses this information to decide how to allocate resources for client outreach. Emphasis is placed upon retaining prior-year clients. FC employs a large grassroots outreach effort which relies upon 1.5 full time staff members.

Each tax center site is overseen by a paid staff member who ensures that the site is operating efficiently and that quality service is being provided. Upon arrival, tax center clients are greeted by an intake volunteer who screens eligibility for tax preparation and gives information about other financial services offered, including participating in FC's Savings Bond Incentive Program (done while filing the return). The client is placed in queue to meet with the next available tax preparer that conducts a thorough interview and determines eligibility for credits such as the EITC and Child Tax Credit. After completion, the return is quality reviewed by another volunteer. The client has an opportunity to ask additional questions, and then takes an exit survey rating services and requesting follow-up and/or additional financial services (education, coaching, scholarships, and insurance enrollment). Program staff contacts clients requesting follow up on other financial services through the exit survey within three weeks.

While the CTCCP does not include funding for FC's related financial capability services (financial education, financial coaching and Cash for College), outreach is conducted at the tax centers. If a client is interested, they are referred to FC's programs. Group financial education classes and one-on-one coaching are available for households earning less than \$50,000 annually. The majority earn below 200% of Federal Poverty Guidelines.

During the tax filing season, the Cash for College program is offered at all tax center locations. From May-December, the

Created 4/6/2015 12:43:00 PM

Last Modified, If Applicable 4/6/2015 2:42:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Cash for College program operates at two locations post-tax filing season: the CFC (South) and Highland Mall (North). During tax season, program staff circulates the waiting room talking to clients about pursuing post-secondary education for themselves or their children. Free Application for Federal Student Aid (FAFSA) preparation goes hand-in-hand with tax preparation, with similar client demographics. At tax preparation intake, clients are asked if they are interested in finding out how much financial aid they could receive to go to college; if they say yes, they see a FAFSA preparer, who will complete the FAFSA during tax prep.

System for Collecting and Reporting Program Data

Client data is received through intakes, follow-ups, and case notes. The Tax Center staff input tax preparation client data into the Tax Wise program. This raw data is exported into Excel and given to the grants administrator, who compiles it into useful, meaningful information that identifies trends and impacts. The Asset Building Director compiles the data and presents it the grants administrator to report to funders. Program directors work closely with the grants administrator to oversee data management and monitor outcome evaluations. This ensures that the program remains compliant and achieves the goals it set out to achieve, and allows the program staff to identify and address any challenges.

Performance Evaluation

All clients served by FC Financial Capability programming complete an intake form that captures basic demographic and baseline data. Information about income tax returns prepared and refunds and credits secured for clients can be gleaned, in great detail, through Tax Wise, the IRS-provided software FC uses for tax preparation. This ensures that the program is remaining compliant and achieving its goals, as well as enabling the program staff to identify and address any challenges. During the tax season, information is reported to the Deputy Executive Director regularly on progress towards goals. Post-tax filing season, it is reported on a monthly basis. Quarterly, the Board of Directors receives a report on progress towards goals.

Quality Improvement

Foundation Communities program staff performs process evaluations during each tax season to identify any quality issues, and consults with other tax preparation sites nationwide to ensure that the program is running efficiently and is utilizing best practices in the field. Staff attends annual conferences and trainings.

Foundation Communities staff have systems in place to identify problems in strategies, service delivery and expenditures, with steps on how to address each problem. Upon receiving a service, every client has the option to complete an exit survey which allows the client to directly communicate with program managers about flaws in the delivery system. These exit surveys are reviewed monthly. Clients are given a customer support number to call and report any issues that may need immediate attention. Volunteers and staff are given the opportunity to provide regular feedback through online and phone surveys.

Directors report information monthly to the Grants Administrator, who is in charge of compiling the data and ensuring the programs are in compliance. Monthly program reviews are held between program staff, financial administrators and the Grants Administrator. During tax season, the program staff meets with the Grants Administrator weekly to address problems and adjust strategies accordingly with expedience.

Service Coordination with Other Agencies

FC cooperates with community partners including Workforce Solutions, Goodwill, City of Austin, City of Round Rock, Travis County, 2-1-1 Texas, Austin Independent School District, University of Texas- McCombs School of Business, Junior League of Austin, Greater Austin Chamber of Commerce, and the IRS to make the CTCCP possible. These community partners help by assisting with outreach, providing space, providing volunteers, and other support.

FC is the only IRS sponsored VITA (Volunteer Income Tax Assistance) program in Austin; however, AARP runs a smaller Tax-Aide program. Clients who exceed FC's income guidelines are referred to an AARP site.

FC provides technical assistance to Cornerstone Financial, Consumer Credit Counseling Services, and Habitat for Humanity to start financial coaching programs and offer financial education classes. The Austin Chamber of Commerce sponsors financial aid Saturdays in the spring. FC receives the sign in sheet for these events and conducts follow up with students who signed in but were not able to be served. FC also provides support to guidance counselors at local high schools who simply

*Created 4/6/2015 12:43:00 PM**Last Modified, If Applicable 4/6/2015 2:42:00 PM*

Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2018

do not have the capacity to help each student in their case load with completing their FAFSA.

The Community Tax Centers establish MOUs with FC's tax center hosts, such as Austin Community College, Life Works, Central Health, and Round Rock Public Library. Co-locating with other organizations provides clients with a convenient option for tax preparation.

During tax season, partner organizations are often on-site at FC tax center locations conducting outreach and even enrolling clients in their services and programs. Each year representatives from the Capital Area Food Bank are on-site enrolling eligible clients in CHIP. This tax season, FC had representatives from the Taxpayer Advocate. Local financial institutions were also available to help clients open bank accounts. FC's Success Project is an example of a strong partnership with ACC around access to higher education.

Service Collaboration with Other Agencies

There are no collaborations under this contract.

Community Planning Activities

Locally, FC is engaged with United Way, which leads several initiatives aimed at increasing the financial stability of low-income households. Additionally, FC is an active participant in Financial Fitness Greater Austin, a City-wide awareness and education event in April of each year. Statewide, FC is a member of RAISE Texas, which works on proposing and advocating for policy changes that improve the financial stability of low-income households.

Created 4/6/2015 12:43:00 PM

Last Modified, If Applicable 4/6/2015 2:42:00 PM

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
Outputs					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	2165	2165	2165	4871
		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
Outcomes					
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals obtaining or maintaining public benefits	10560	10560	10560	23760
2B	Number of individuals in program	17600	17600	17600	39600
	Percent of individuals who obtain or maintain public benefits	60	60	60	60

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ♦ Annual certification of client eligibility
 - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ♦ A government –issued identification; or
 - ♦ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ♦ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		
<i>Salary plus Benefits</i>	\$110,000.00	\$110,000.00	\$110,000.00	Total	\$330,000.00
<i>General Operations Expenses</i>	\$13,750.00	\$13,750.00	\$13,750.00		\$41,250.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$13,750.00	\$13,750.00	\$13,750.00		\$41,250.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$123,750.00	\$123,750.00	\$123,750.00		\$371,250.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries for Tax Center staff and management

Full-time staff receive health insurance, long-term disability insurance, and retirement benefits paid 100% by FC.

General Op Expenses

Includes general program supplies, marketing and outreach costs, volunteer recruitment and training expenses, printing and facility costs (utilities, telecommunications, and custodial).

Program Subcontractors**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27 day of May, 2015

CONTRACTOR

Authorized
Signature

Title

Foundation Communities
Walter Moreau
Executive Director

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

III. Endorsements: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

SCOPE OF WORK

CITY OF AUSTIN

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116

- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605

Local Business Presence



Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Foundation Communities					
Physical Address	3036 S 1st Street, Austin, Texas 78704					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	<input checked="" type="radio"/> Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Executive Summary

1. Applicant/Description: Foundation Communities – Community Financial Center

Foundation Communities (FC) was founded in 1989 by a group of University of Texas graduate students who recognized a need in Austin for affordable housing. Foundation Communities provides affordable housing combined with supportive services for more than 2600 low-income families, including free tax preparation and financial services.

2. How application will address primary self-sufficiency goal and Life Continuum category

Foundation Communities' (FC) will address the primary self-sufficiency goal of Transition Out of Poverty and Life Continuum category of Adults and Families by providing free tax preparation and financial services (including Financial Education, Financial Coaching, Cash for College/FAFSA prep) that will help 19,000 individuals and families increase and preserve their income, increasing self-sufficiency.

3. Additional self-sufficiency goals or Life Continuum categories

Foundation Communities (FC) will address the secondary self-sufficiency goal of Universal Support Services and Life Continuum category Youth by providing services to help youth progress to the next academic level (college) and then complete their program of study, promoting future self sufficiency.

4. Need of the target population for the proposed strategies

Comprehensive financial services at no charge are desperately needed for families with incomes below \$50,000. These families have a difficult time making ends meet, particularly with the cost of living and rents going up in Austin. Each service FC provides addresses a particular need.

Professional tax preparers charge \$300 or more, money that can be used for rent or necessities; therefore free tax prep is a savings. Pay day or car title loans charge usurious rates, leaving families in debt for years; thus learning to save, with incentives, provides a safety net. FAFSA preparation is intimidating and requires proficiency in both English and tax documents; helping with Cash for College encourages low-income students to pursue higher education. Foundation Communities provides tax preparation and other financial services at no cost to the target population, plus teaching and empowering this population towards greater self-sufficiency.

5. Summary of proposed program strategies

FC combines free tax preparation at multiple locations with individualized financial services at no cost to clients. This web of services includes Financial Education, Financial Coaching, Cash for College/FAFSA preparation, savings programs, and services for micro businesses (e.g., landscaping) designed to reduce debt, preserve income, and increase income, promoting self-sufficiency in low-to-moderate income Adults, Families, and Youth. FC uses paid staff and more than 600 highly trained volunteers to meet the demand for these services.

6. Amount of Request: \$150,000 per year.

7. Statement of compliance with all applicable rules and regulations.

Foundation Communities complies and agrees to comply in the future with all applicable rules and regulations of Federal, State, and Local governing entities. Foundation Communities complies, and will in the future continue to comply, with all terms of this Request for Application (RFA).

Section 0615

Connection to Self- Sufficiency Goals and Life Continuum Categories



Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input checked="" type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input checked="" type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
---	--

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input checked="" type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
--	--

Application

EAD0116



Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

PRIMARY SELF-SUFFICIENCY GOAL: Transition Out of Poverty: Individuals and families increase and preserve their income, increasing their self-sufficiency .

Secondary Goal: Universal Support Services: Youth progress to the next academic level (college) and then complete their program of study, promoting future self sufficiency.

Meeting the Primary Self-Sufficiency Goal

Foundation Communities' (FC) successful **Community Tax Center Program** and related financial capability services -- financial education classes, one-on-one financial coaching, credit counseling, assistance accessing funds to pay for post-secondary education, enrolling in health insurance through the Affordable Care Act -- provide low income clients with resources and strategies to make the **transition out of poverty** and become self-sufficient.

In 2013, FC's Community Tax Center Program prepared federal income taxes for 18,310 low-income clients, saving hundreds of dollars in tax preparation fees. Our trained, IRS-certified volunteers help clients who are eligible claim credits such as the Earned Income Tax Credit (EITC, the largest anti-poverty program in the country) or the Child Tax Credit. In 2013, we claimed over \$12.6 million in EITC dollars for our clients. For some families, their tax refund can represent 20% of their annual income. In a 2013 survey of tax preparation clients, 36% of those receiving refunds reported they planned to use their refund on catching up on bills and 16% reported putting their refund towards savings. Other responses included paying down debt, paying medical expenses, making car and home repairs and paying for groceries.

With average refunds of \$2,600, tax time is a highly anticipated time for many low-income families. Few clients have any savings. Savings bonds may be purchased directly with

tax refunds. When a financial emergency arises, such as the need to replace the car tires or a smaller paycheck due to lost hours at work from illness, clients may be tempted to take out high-cost, small-dollar loans to meet their immediate needs. These predatory small-dollar loans trap clients into a never-ending cycle of debt. Foundation Communities offers clients the opportunity to participate in **incentivized savings programs, group financial education classes or one-on-one financial coaching.**

Our group financial education classes focus on three main topics: Credit (how to improve credit and maintain a good credit score), Debt (how to reduce existing debt, and avoid future unnecessary debt), and Savings. This six-hour class series is offered 12 times per year, and is taught by trained volunteer instructors at several locations. The class is open to anyone with a household income below \$50,000, regardless of whether they are a FC resident.

For clients who need more individualized help, our volunteer **Financial Coaches** work individually with clients for up to eight one-hour sessions, with flexible hours at two locations. Coaches have many tools and resources to help clients achieve financial goals, including our incentivized (gift card, cash matching) emergency savings account program, where clients may open an account with our partner, Greater TEXAS Federal Credit Union.

Meeting the Secondary Self-Sufficiency Goal

One strategy for breaking the cycle of poverty is to enable children to continue their education beyond high school. Our Cash for College program assists youth in promoting to the next academic level (college) by removing the barrier of filling out overwhelming financial aid forms. Individuals with low to moderate incomes, many of whom would be the first in their family to get a college degree, often fail to consider college an option due to the high cost of higher education—despite the fact that many qualify for over \$5,000/year in grants. Providing

help with Free Application for Federal Student Aid (FAFSA) forms can increase college enrollment rates by 30 percent (Bettinger, et al, 2009). We leverage recently prepared tax returns to show clients how much their children could qualify for in Pell grants for college. In 2013 we prepared 1,113 FAFSAs for low-income clients.

In January of 2014, we launched the Success Project, a joint program between FC and Austin Community College (ACC) that connects students to programs, services and support that help them persist and complete their degree program. Our project coordinator meets individually with students and helps them connect with ACC programs like tutoring, as well as FC's housing and financial programs. In the first three months of the program, 46 students have been served.

PRIMARY LIFE CONTINUUM CATEGORY: We concentrate outreach efforts on families eligible for the Earned Income Tax (EITC). The EITC is a refundable credit for working individuals and couples, particularly those with children and the benefit amount depends on taxpayer income and number of children.

Secondary Life Continuum Category: Youth: While we target high school students coming in with their parents for tax preparation, we are happy to talk to students as young as middle-school about the FAFSA. Younger students can complete the FAFSA Forecaster, which calculates financial aid (Pell grants, etc.) eligibility based on current household information. Last year we prepared 1,113 FAFSAs. Forty percent of those students were under the age of 21.

Tertiary Life Continuum Category: Seniors & Persons with Disabilities: We partner with Travis County to provide ASL interpretation for nearly 400 clients per year, our tax center locations are ADA accessible, and 22% of tax prep clients in 2013 were age 55 or older.

B. Target Population(s) for the Goals(s)

1. Describe the target population(s) that will be served, experience and success.

The target population for this proposal is working, low-income families with kids in single adults. When we began the Community Tax Center program in 2005 we served 7,439 clients. Over the past nine tax seasons that number has increased by almost 150%, demonstrating the need and our success in recruiting the target population. Our Financial Coaching and Cash for College Programs developed as in response to tax prep clients' needs. Cash for College launched in 2008 and served almost 500 clients in its first year, and over 1,000 in 2013. In its first year Financial Coaching program served 40 clients and in 2013, the program served 350.

Free Tax Preparation

Our average annual household income is close to \$21,000, although we serve those who make up to \$50,000. Our typical tax center client is Hispanic, between the ages of 35-54 years old, single or head of household. 42% report speaking only Spanish in the home. Certified volunteers prepare taxes at a cost of about \$42 per return and no cost to families (they would pay \$300+ at a commercial service). Yearly changes in tax law make it critical for the Community Tax Center Program to continue to grow and help more individuals and families.

Financial Education and Coaching

Group financial education classes and one-on-one coaching are available for households earning less than \$50,000 annually. The majority earn well below 200% of federal poverty guidelines. 68% of clients are Latino/Hispanic, and 85% are single mothers. There is a critical need for programs that address the specific financial issues of the very poor. Many low income individuals are living paycheck to paycheck and have no savings for emergencies. Most Americans are one emergency away from an economic crisis (Merrill Lynch analysis of Census Bureau Data). Low income individuals are likely to fall victim to predatory lending. This industry takes advantage of vulnerable families, putting their finances in long-term jeopardy

because of high interest rates.

Cash for College Program

The Free Application for Federal Student Aid (FAFSA) preparation goes hand-in-hand with our tax preparation, with similar client demographics (majority Hispanic, with incomes at or below 100 percent of federal poverty guidelines). We target families with high school juniors and seniors, but also see many non-traditional students over the age of 21. Many students don't consider college an option because of cost, may qualify for over \$5,000/year Federal Pell grants. Help with FAFSA preparation removes barriers.

2. Demonstrate the need of the target population(s) for the strategy being proposed.

a. Target Population Demographic/Census Data

39% percent of Austinites have household incomes below \$50,000 (Census.gov report "Family Income in The Past 12 Months). Of those, 75% are prime candidates for the EITC.

b. Quantified target population unmet need(s)

According to the Center for Public Policy Priorities' Texas Regional Opportunity Index Report, in Travis County free tax preparation programs account for only 5% of the total number of returns filed by low-income taxpayers. Individuals with lower incomes are enticed to use commercial tax preparation services via promises of fast refunds and immediate cash, which come with high fees and interest. While the average credit score for clients participating in our Financial Coaching program is 540, the average credit score in Travis County is 693, still below the 720 threshold for an applicant to qualify for a prime interest rate on an auto or home loan. Not qualifying for prime interest costs hundreds or thousands of dollars over the life of a loan.

c. Trends in target population unmet need(s)

Often potential clients go to a commercial preparer because that's what their family

members have done and they are are skeptical about a service that advertises as free. As indicated by our year-to-year growth, we are slowly overcoming this barrier.

d. Waiting list

We do not have a waiting list for our programs and services. Our five tax centers are open extensive hours and all days of the week from January through April. All tax centers accept walk-ins; appointments are available. Post April, one location is open year round 20 hours per week to help clients who need to amend or file prior years returns. Our Financial Coaching program has 40 volunteer coaches, sufficient to meet demand, with capacity for more.

e. Data from community databases - Not applicable.

3. Describe the strategy that will be implemented to serve clients with criminal history.

Criminal history is not checked and is therefore not a barrier to our services (free tax prep, Cash for College, financial education or coaching).

4. How the Client Eligibility Requirements will be documented for the target population.

Community Tax Centers

Only clients with incomes at or below 200 percent of Federal Poverty Guidelines who live in Austin will be served with City of Austin funds. Our partnership with the Internal Revenue Service (IRS) dictates very strict guidelines regarding client identification, including government-issued photo ID (also for spouse); address verified by W2 and/or **utility bill**; Social Security card or Individual Tax Payer Identification Number (ITIN) letter for everyone on the return; IRS Form 13614-C “Intake/Interview & Quality Review Sheet” (basic info and contact info); income documents including W2 and 1099 forms.

Financial Education Classes and Coaching

At the first class or coaching session, clients complete an intake form collecting contact

information, number in household, income information, and demographics. Clients who are served with City of Austin funds are required to submit a utility bill documenting their residence in the City of Austin, as well as documentation of income over the last 30 days.

Cash for College – FAFSA Preparation

Before having their FAFSA prepared, clients first have their taxes prepared. Thus, by the time a client gets to FAFSA preparation, they have already completed the eligibility screening.

5. CLAS Standards in Health and Health Care are in place.

a. Educate and train governance, leadership, and workforce policies and practices.

We offer a continuing education workshop annually for staff and volunteers: “Cultural Competence - Embracing Diversity and Creating Inclusion” instructed by Jeremy Solomons & Associates. This workshop focuses on the different ways people work and communicate and understanding how to relate to them effectively.

b. Language assistance to individuals with LEP and/or other communication needs.

We have many Spanish speaking clients. All full-time year-round staff are bilingual (English/Spanish). Clients speaking other languages are welcome to bring an interpreter. If they do not have one, we ask our volunteers who speak that client’s language to schedule an appointment for that client. Most of the time clients who speak languages other than English visit us with a case manager from a partner agency who speaks that language. Partnering with Travis County, we provide 380 deaf and hard of hearing clients with American Sign Language interpretation.

c. Inform all individuals of the availability of language assistance services.

All of our marketing materials and client materials are bilingual English/Spanish. We have access to intake forms in ten languages for tax prep. Bilingual staff answers client phone calls.

d. Ensure the competence of individuals providing language assistance.

At every tax center location there is always one on-site bilingual (English/Spanish) staff person.

We also have volunteer translators who complete a two-hour in person training and pass the Volunteer Standards of Conduct exam.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.

Community Tax Centers

Locations: During the filing season from mid-January through April 15, we operate five tax center locations. During the 2014 filing season, these were our Community Financial Center (CFC) (Stassney and West Gate), Highland Mall and Workforce Solutions (both on Airport Boulevard), LifeWorks (on Pleasant Valley) as well as at the Round Rock Public Library, which served 300 Austin residents. All Austin tax centers are located on bus routes and are open five to seven days a week through filing season. Clients can be seen by appointment or by walk in.

From May – October we re-open our tax center location at the CFC for 20 hours per week to continue preparing tax returns for clients who need to file prior year returns, submit amendments, or who need to respond to IRS correspondence. In 2013, our year-round center served nearly 1,000 clients by appointment and walk-in.

The Volunteer Corps: We rely on over 600 volunteers to provide free income tax preparation. Volunteer recruitment begins in early fall via recruitment presentations, tables at local colleges, and previous years' volunteers. Volunteers complete a minimum of eight hours of training in tax law with a heavy emphasis on understanding credits, like the EITC and the Child Tax Credit (CTC). After training, volunteers take their IRS certification exams. The first certification exam is the Volunteer Standards of Conduct exam which tests their understanding of IRS standards of

conduct: (1) Follow the Quality Site Requirements (2) Never accept payment or donations for tax return preparation (3) Never solicit business from a taxpayer you assist (4) Never knowingly prepare false returns (5) Never engage in criminal, dishonest, notoriously disgraceful conduct, or any other conduct deemed to have a negative effect on the [free tax preparation program] (6) Treat all taxpayers in a professional, courteous, and respectful manner. Volunteers sign up for shifts on our web-based volunteer scheduling system.

Client Recruitment: Every client coming to the tax centers is surveyed about how they heard of us. We use this to decide how to allocate our resources for client outreach. New clients report hearing about use through word-of-mouth. Second is site-signage. Heavy emphasis is placed upon retaining prior-year clients. The Community Tax Centers send out mailers after Christmas (when paid tax preparers begin advertising) to prior-year clients reminding them that the tax centers will open in mid-January, in addition to text messages and emails.

We employ a large grassroots outreach effort which relies upon 1.5 full time staff members who go out into the community to disseminate information about free tax preparation. This year our staff distributed 30,000 flyers to potential clients through community events and presentations, Austin Public Library locations, and partner organizations. The Community Tax Centers also place large banners and signage outside of its locations, as well as yard signs at all FC properties, many of which are located on major roads like South Congress.

Client Experience at the Tax Centers: Each tax center site is overseen by a paid staff member who ensures that the site is operating efficiently and that quality service is being provided. Upon arrival, tax center clients are greeted by an intake volunteer who screens eligibility for tax preparation and gives information about other financial services offered, including participating in our Savings Bond Incentive Program (done while filing the return). The client is placed in

queue to meet with the next available tax preparer, who conducts a thorough interview and determines eligibility for credits such as the EITC and Child Tax Credit. After completion, the return is quality reviewed by another volunteer. The client has an opportunity to ask additional questions, then takes an exit survey rating services and requesting follow-up and/or additional financial services (education, coaching, scholarships, insurance enrollment).

Connecting Clients With More Than Just Tax Preparation: Program staff contacts clients requesting follow up on other financial services through the exit survey within three weeks.

Financial Education Classes and Coaching

Locations: Our financial education classes are held at FC's affordable housing communities with on-site learning centers as well as at the CFC (South Austin), most of which are easily accessible by bus. Individual coaching sessions are held at our CFC and the Highland Mall (North Austin).

The Volunteer Corps: We have between 35-40 volunteers who meet with clients or teach group classes. Many of these volunteers are also tax preparers with a great deal of experience. All volunteers receive 6 hours of in-person training, and have the opportunity to continue training and receive certifications in credit counseling, teaching group classes, and FAFSA preparation, with a new certification in health insurance enrollment assistance this year.

Client Recruitment: Client recruitment is primarily done through our tax centers, tax prep is not required for participation in other financial programs. We partner with many organizations that refer their clients for classes and coaching, including the Housing Authority of the City of Austin, LifeWorks and the Financial Literacy Coalition of Central Texas.

Client Experience: Foundation Communities has offered group financial education classes for 17 years, using paid employees and volunteers. The course covers topics including credit, debt, and savings, and is offered over three two-hour sessions. The curriculum combines the FDIC's

Money Smart curriculum and materials developed in-house. All participants meet one-on-one with a credit counselor to review their credit report with scores from all three credit bureaus.

FC launched Financial Coaching in 2008 in response to clients' desire to meet individually with course instructors to work on personalized finance goals. Clients can meet with a coach for up to eight one-hour sessions to work on whatever goals they choose:

- Clients interested in classes or one-on-one coaching register or schedule an appointment by phone, in person or conveniently through our website.
- At the first coaching session, the client completes intake paperwork with benchmark data (checking/savings account balances, retirement savings, and a survey of financial stress).
- Class participants complete a pre-test at the first class, and a post-test at the final class.
- Coaching participants track their financial behaviors and progress during each meeting.
- Six months after the financial education class or starting coaching, Foundation

Communities' staff follows up with a survey about behavioral and financial changes.

Cash for College

Locations: During the tax filing season, the Cash for College is offered at all tax center locations. From May – December the program is at the CFC (South) and Highland Mall (North).

Client Recruitment & Client Experience: During tax season, program staff circulates the waiting room talking to clients about pursuing post-secondary education for themselves or their children. For many potential students from low-income or non-English speaking families, gathering the required information to apply for financial aid is as discouraging as it is difficult. After applying for a financial aid PIN number, a student must have at least nine other pieces of information, including their parents' income tax information. Preparing the FAFSA removes a key barrier to applying for financial aid by providing students and their parents by creating an environment

where both an income tax return and FAFSA can conveniently be completed at one easily accessible location. Helping students complete the FAFSA has been shown to increase college enrollment rates by 30%, particularly among economically disadvantaged students. We have FAFSA preparers during operating hours at the four largest tax center sites. Each site is run by one FAFSA Site Manager who supervises a team of ten FAFSA-trained volunteers. At tax prep intake, clients are asked if they are interested in finding out how much financial aid they could receive to go to college; if they say yes, they see a FAFSA preparer, who will complete the FAFSA during tax prep. At each site, FAFSA Site Managers are easily identifiable and approachable by wearing brightly-colored shirts. They also encourage families who have younger children to complete the FAFSA Forecaster and plan for higher education.

2. Describe rationale for proposed strategy/strategies, including best practices.

Community Tax Centers

As a member of the National Community Tax Coalition (NCTC), FC's Community Tax Centers are engaged with a national platform that shares best practices and innovative ideas for tax prep. Some of the best practices for Free Income Tax Preparation Programs utilized are (Annie E. Casey Foundation: O'Connor, 2003):

- Utilizing trained seasoned volunteer tax accountants to perform the free tax filing
- Utilizing electronic filing to help clients receive refunds more quickly.
- Retaining client's return information in order to assist with post season assistance
- Offering year-round tax preparation for filers amending or previous year's returns.
- Locating tax center sites in communities with profiles suggesting a high percentage of Earned Income Tax Credit (EITC) eligible individuals and families.
- Providing bilingual (English/Spanish) program staff and materials.

- Providing accessible materials and services to clients who are deaf/hard of hearing.
- Maintaining extensive opening hours (including evenings and weekends).
- Providing financial education, coaching, and public support screening, application assistance.

See Attached Logic Model

Foundation Communities program staff performs process evaluations during each tax season to identify any quality issues, and consults with other tax preparation sites nationwide to ensure that the program is running efficiently and is utilizing best practices in the field. Staff attend annual conferences and trainings.

Financial Education and Coaching

The field of asset building is moving from simply “financial education” towards client “financial capability.” Over the next two years, through a new partnership with NeighborWorks America and working as part of a national cohort, FC is piloting new activities designed to encourage and demonstrate financial capability. Through this partnership we will pilot new outcomes measures, using an innovative new platform called Success Measures (www.successmeasures.org).

Best Practices: Financial Education & Financial Coaching:

- Using a nationally recognized curriculum (FDIC’s Money Smart) as a base.
 - Adjusting the curriculum so it best meets the current needs of students.
-
- Adhering to principles of adult learning.
 - Utilizing quality, trained volunteers to increase the sustainability of the program.
 - Conducting regular programmatic reviews meet client needs and stated outcomes.
 - Focusing on client retention through regular, documented communication.

- Regularly connect with groups doing similar work nationally to remain current.

3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principle Objectives and Goals

The program strategies align with, for c. Adults and Families, number 1, Basic Needs. Free tax preparation provides families with financial resources in the form of cash that may equal 20% of their income, which can be used for the most fundamental aspects of daily living like food and housing. Financial coaching and other financial services also fall under this category, helping Adults and Families maximize their limited resources on a path to transitioning out of poverty. Cash for College and FAFSA prep align with b. Youth, subletters x, xi, and xii.

4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The program strategies we have described ensure that low-income Austin residents are given **economic opportunity** (Austin Values and Respects its People) through free tax preparation which preserves and increases household income, financial education and coaching which helps households make wise financial decisions, and assistance completing the Free Application for Federal Student Aid which provides access to funding for post-secondary education.

5. Barriers our clients may encounter/how addressed

Long wait times: Although tax season spans 15 weeks, 47% of our clients visit the last week in January, first two weeks of February and the week of April 15, and may face wait times exceeding four hours. We make a drop-off option available (leave documents and we will prepare return within a week), weight the number of appointment slots available during less busy weeks, and advertise the option of using self-prep software for computer savvy filers with simple returns. *Transportation:* While our locations in Austin are located on bus routes, some clients

may still have to make a long bus trip or take multiple bus routes to access one of the Community Tax Centers. As we chose new locations, we make sure these are strategically located for bus routes and the target population.

6. Reaching individuals in multiple Life Continuum categories

Grassroots outreach has been our best method for reaching clients in all Life Continuum categories. We maintain a list of over 400 contacts at local organizations that we have developed relationships with, which review and update annually. We aim to have a diverse group of partners, as our services are used by a diverse client base. We send e-blasts monthly to this list about our programs and services. When we have a large program to push, such as the launch of free tax preparation in January, we disseminate flyers to clients through this partner list.

7. Barriers we may encounter and how they will be addressed

Community Tax Centers

Breaking habits. Besides the enticing promises commercial paid preparers make, many low-income taxpayers return year after year to these companies because that's what they have always done and that's what their parents did before them. To overcome this barrier, our outreach team is out in the community meeting clients where they live, work, socialize, and access resources and not only talking about free tax preparation, but educating clients on what they're actually spending for tax preparation when they go to a commercial paid preparer.

Rise in self-preparation

Recent statistics from the Internal Revenue Service (IRS) shows that self-preparation is steadily increasing due to the availability of web-based software. Recognizing this, we have endorsed one particular software provider (TaxAct) for its proven ability to be user friendly and prepare accurate, quality returns. For households with incomes less than \$52,000, TaxAct is free to

prepare and file. For households with incomes greater than \$52,000, the software charges a reasonable \$12.99 fee for filing. Clients are invited to use available computer stations in our centers if they would like to self-prepare, or an easily accessible link from our website.

Financial Education and Financial Coaching

Client no-shows. Our biggest challenge is retaining clients from the time they sign up for a class, or getting them to show up for their first session with a financial coach. At one point our no-show rate was 30%. To address this issue we implemented a reminder and confirmation system via phone calls and emails. We have halved our no-show rate.

Cash for College: FAFSA Preparation

One clear obstacle we continue to face is client follow-up. Besides being a time consuming process, it is difficult to connect with a high number of clients because of the transient nature of the target population. We have found that the most successful way of reconnecting with our clients is through email, so we have made an effort to collect email addresses from all clients. Additionally, we are considering offering a raffle as an incentive: If a client responds to a request for follow up, the client is entered into a drawing for a prize.

8. Describe any subcontractor partnerships

We do not have any subcontractor partnerships funded under this application.

9. Describe Project Activities

Community Tax Centers

May – September: Year round tax preparation begins in early June. At our year-round tax center we prepare current and prior year returns, amendments, and help clients respond to letters sent by the IRS. We negotiate partnerships with site hosts during this time frame as well. (During the 2013 filing season, three of our five sites were at host locations.)

October – November: We spend most of the fall focusing on grassroots outreach effort. Our Outreach Coordinator disseminates 30,000 flyers through contacts at partner organizations and attending community events. Volunteer recruitment begins.

December – January: Just after Christmas, post cards are mailed to prior year clients. Volunteer training is December – January, as is staff recruitment. Each tax center site is staffed with a site manager and an intake coordinator during all operating hours. In mid-January our seasonal sites begin opening; all are open by last weekend in January.

February – April: Clients visit us as walk-ins or by appointments. Our centers are open seven days a week and include daytime and evening hours. On an ideal day, the process for a client from intake through return processing takes about 1.5 hours. However, the vast majority of clients visit us the last week of January and first two weeks of February, making the wait times longer. We encourage clients to electronically file their returns to receive their refunds faster. We transmit returns to the IRS nightly. Clients utilizing direct deposit receive their refunds within 21 days or sooner. At the end of April we host a large volunteer party to show our appreciation to the hundreds of volunteers who collectively spent thousands of hours preparing tax returns for our clients.

Financial Education and Financial Coaching

Recruitment and enrollment in financial education and coaching happens year round. Classes start monthly, and coaching is ongoing – the first session is at the convenience of the client.

Cash for College

Although the majority of FAFSAs are completed during tax season (January through April) we will complete them for clients at any time throughout the year. Post-tax season, one staff person is available to help clients who may be enrolling in the summer or fall semester and need help

navigating the financial aid process. Outreach is ongoing.

10. For applicants proposing homelessness prevention and/or homelessness intervention services. We are not proposing any homelessness prevention or intervention services here.

D. Performance Measures – Impact on Goals

See Attached Section 0640

1. How the Applicant will calculate the required and other proposed outputs and outcomes.

All clients served by FC Financial Capability programming complete an intake form that captures basic demographic and baseline data. Information about income tax returns prepared and refunds and credits secured for clients can be gleaned, in great detail, through TaxWise, the IRS-provided software we use for tax preparation. We follow up, through phone calls and email, with clients who we help to complete the FAFSA to gauge whether they have enrolled in post-secondary education within two semesters of having completed the FAFSA. Similarly, we conduct six-month follow-up interviews with clients who complete Financial Education and Financial Coaching to gauge changes in spending behavior, reductions in debt and increases in savings . For any client with whom we've done credit counseling, we pull a new credit report after six months to measure changes in delinquent debts and overall credit score.

E. Service Coordination

1. Describe how the Applicant coordinates their services with other agencies.

FC is the only IRS sponsored VITA (Volunteer Income Tax Assistance) program in Austin. AARP runs a comparatively small Tax-Aide program. AARP's income guidelines are much higher than the Community Tax Center's income guidelines, so clients coming to us who exceed our income guidelines are referred to an AARP site.

FC is also the only organization in Austin currently offering Financial Coaching,

although we are providing technical assistance to other organizations starting coaching programs. There are other organizations in Austin offering financial education classes (including Cornerstone Financial, Consumer Credit Counseling Services and Habitat for Humanity to name a couple). Our classes are only offered during weekday evening hours. While this is convenient to many of our clients, periodically clients will not be able to attend due to evening employment. In these cases we make referrals to other trusted partners.

Foundation Communities (FC) is also the only organization offering assistance completing the Free Application for Federal Student Aid (FAFSA) year-round to anyone, regardless of whether they are currently a client of FC. The Austin Chamber of Commerce sponsors financial aid Saturdays in the spring, one day events run by volunteers. FC receives the sign in sheet for these events and conducts follow up with students who signed in but were not able to be served. FC arranges to meet with these students and complete the FAFSA process. FC also provides support to guidance counselors at local high schools who simply do not have the capacity to spend an hour or more with each student in their case load completing their FAFSA.

2. Describe how the Applicant coordinates with other agencies

During tax season it is not uncommon to see partner organizations on-site at our tax center locations conducting outreach and even enrolling clients in their services and programs. Each year representatives from the Capital Area Food Bank are on-site enrolling eligible clients in CHIP. This tax season we had representatives from the Taxpayer Advocate and local financial institutions who were available to help clients open bank accounts. Our Success Project is an example of our strong partnership with ACC around access to higher education.

3. If applicable attach any Memoranda of Understanding (MOU).

The Community Tax Centers establish MOUs with our tax center hosts. An example of one such

MOU from our partner, Workforce Solutions is attached. Co-locating with other organizations provides clients a convenient option for tax preparation.

4. Describe how clients will be connected to resources/public benefits

Our Financial Coaches are trained to use yourtexasbenefits.com (Texas Health and Human Services Commission's site that screens a client's eligibility for benefits including SNAP, Medicaid and CHIP, and TANF). Additionally our coaches are trained to connect clients to resources using UnitedWay's 211 help line, as well as Aunt Bertha (auntbertha.com), an online database of local resources including food assistance, housing and job training.

5. Describe any additional services which will be provided to the target population.

Besides free tax preparation, financial coaching, financial education classes and assistance completing the Free Application for Federal Student Aid, Foundation Communities also offers the following financial programs:

Matched Savings Accounts: Foundation Communities residents are eligible to open a savings account for first time home purchase, post-secondary education or business start-up or expansion through our matched savings program. For every \$1 a participant deposits into an account, she receives \$2 in matching funds, with a maximum of \$5,400.

Safety-Net Savings: Participants in our Financial Coaching Program open a savings account at Greater TEXAS Federal Credit Union and receive a combination of gift card and cash incentives for meeting certain benchmarks and exhibiting positive behaviors.

Savings Bond Incentive Program: Clients allocating a minimum of \$50 of their tax refund towards purchasing a savings bond receive a \$25 HEB gift card and through our partnership with D2D Fund (an organization in Boston) can enter to win a drawing of \$25,000.

Insurance Enrollment: The Affordable Care Act has made private health insurance available for millions; however, the process to select a plan and receive subsidies is lengthy and complicated. Our Certified Application Counselors help people enroll during the open enrollment period and during special qualifying life events.

The Success Project: Brings together resources of Austin Community College and FC to fully support current ACC students as they complete their program of study.

6. For Applicants proposing homelessness prevention and/or homelessness intervention services. Not applicable for this application.

F. Community Planning Activities

Locally, FC is engaged with United Way, which leads several initiatives aimed at increasing the financial stability of low-income households. Additionally, FC is an active participant in Financial Fitness Greater Austin, a City-wide awareness and education event in April of each year. Statewide, FC is a member of RAISE Texas, which works on proposing and advocating for policy changes that improve the financial stability of low-income households.

G. Overall Evaluation Factors Regarding Applicant

1. Applicant's experience managing relevant contracts and contact information.

Foundation Communities has extensive experience managing federal, state and local grants. **See**

Attach Monitoring Reports

Federal Grants

VITA, Robin Blake, Tax Analyst, 404-338-8426

Assets for Independence, Dana Kiett, Community Services Program Specialist, 202-401-4630

State Grants

Texas Financial Education Endowment, Dana Edgerton, Grant Coordinator, (512) 936-7639

Local Grants

City of Round Rock, Elizabeth Alvarado, (512) 341-3328

Opportunity Texas, Laura Rosen, Project Coordinator, (512) 320-0222 x120

2. Describe experience within the last five years working with the target population.

Foundation Communities has extensive experience working with this target population. Many of the programs and services we provide are the result of client feedback. Over the past five years:

- The Community Tax Centers have filed over 85,000 tax returns and returned more than \$160 million dollars to the local economy in tax refunds.
- The Financial Coaching program has served over 1,500 clients.
- The financial education class has taught over 500 clients the basics of personal finance.
- Nearly 4,000 clients have received FAFSA assistance and counseled on financial aid.

3. Describe experience providing services similar to those proposed in this application.

Foundation Communities has offered all of the services in this application and with the target population over the past five years. Programs continue to evolve in response to client needs.

H. Data Management and Program Evaluation

1. Successes and challenges with data and reporting, including electronic data system.

The Tax Center staff input client data into the Tax Wise program, which collects the raw data, which is exported into excel and given to grants administrator who compiles it into useful, meaningful information that identifies trends and impact. Financial education and coaching use an ACCESS program to track client data, the Asset Building Director compiles the data and presents it the Grants Administrator to report to funders. Program Directors work closely with the Grants Administrator performing process as well as outcome evaluations on the programs. This ensures that the program is remaining compliant and achieving the goals it set out to

achieve, this also allows the program staff to indentify and then address any challenges.

2. Describe how data are used for identifying problems.

Foundation Communities staff have systems in place to identify problems in strategies, service delivery and expenditures, with steps on how to address each problem. Directors report information monthly to the Grants Administrator, who is in charge of compiling the data and ensuring the programs are in compliance. Monthly program reviews are held between program staff, financial administrators and the Grants Administrator. During tax season, the program staff meets with the Grants Administrator weekly to address problems and adjust strategies accordingly with expedience. The Grants Administrator has a system in place for doing follow-ups with program staff continue on making adjustments until the desired outcome is achieved.

3. Not applicable

4. Not applicable

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities.

Walter Moreau, Executive Director – oversees asset management and provides overall organizational leadership. For new developments, oversees and assists with project development and financing. Walter has 20 years of housing development experience.

Julian Huerta, Deputy Executive Director – 16 years of experience with FC in developing and directing educational and asset-building programs that assist families and individuals.

Ann Clift, CFO- CPA, oversight for financials and administrative, more than 10 years with FC.

Jon Artz, Grants Administrator- responsible for contract compliance, reporting communication with funders, expenditure tracking, and acting as a liaison between accounting department.

Karen Lyons Serna, Director of Asset Building Programs, has worked with FC's financial programs for over 10 years. Provides oversight to the Community Tax Centers, financial education and coaching, and various savings initiatives. Karen is an active participant in the FDIC-sponsored Alliance for Economic Inclusion.

Also see Attachment 0650

Part II – Cost Effectiveness

A. Budget

1. See Section 0650

2. FC's fundraising and administrative percentage, using the prescribed method, is:

Foundation Communities fundraising and administrative percentage is 8.9%. Earned revenue is 80% from rental income, while fundraising including grants is 20% of the remaining revenue.

B. Cost per Client

1. The average cost per City client served under this proposal is \$52.63 per year (\$150,000 requested from the City divided by 2,850 clients to be served per year with City funds).
2. The average cost per client served from all funding sources is \$53.13 per year (\$1,009,465 total program budget divided by 19,000 clients to be served per year with all funds).
3. The cost per client to secure \$34 million in refunds is \$42 (\$800,000 annual program cost divided by 19,000 clients). The cost per client to complete 1,000 FAFSAs is \$140 (\$140,000 annual program cost divided by 1,000 clients served). The cost per client for 85% of clients to receive a refund is \$50 (\$800,000 annual program cost divided by 16,150 clients who receive refunds). The cost per client for 50% of FAFSA clients to enroll in post-secondary education or training within 2 semesters is \$100 (\$140,000 annual program cost divided by 500 clients students who enroll in post-secondary education). The cost per client for 60% of Financial

Coaching/Education clients to reduce their total debt (as measured by credit reports) is \$460 (\$27,600 to train/coordinate volunteer coaches around debt reduction divided by 60 clients who achieve debt reduction).

4. The proposed costs per client are well within nationally-established best practices for similar programs (as described by the National Community Tax Coalition and the Annie E. Casey Foundation). In particular, the extensive use of trained volunteers, coupled with paid staff who play a coordinating role, makes this effort extremely cost-effective and able to serve some 19,000 people per year for a total cost of just over \$1 million.

5. Helping low-income families and individuals receive their maximum federal tax refunds free-of-charge has a tremendous impact on not only the specific clients served, but also on entire communities. For many families, their tax refund will be the largest single check or deposit they receive during the year. This offers the best chance for families to catch up on bills, purchase necessities and/or put aside savings. Our financial education and coaching, savings tools and other financial capability programs are designed to help families utilize their refunds and other resources to improve their financial stability long-term. On a community-wide scale, our program brings \$34 million each year directly into Austin neighborhoods where those resources are most needed. Since most of these funds will be spent locally, the City of Austin benefits in increased sales tax collection. We think this represents an excellent return on investment for our entire community.

C. Program Funding Summary

See Attachment – Section 0655

Bonus Evaluation Points



Part IV - Bonus Evaluation Points

A. Collaborations/Connections

Primary Self Sufficiency Goal: Transition out of Poverty

Primary Life Continuum Category: Adults and Family

Foundation Communities' (FC) will address the primary self-sufficiency goal of Transition Out of Poverty and Life Continuum category of Adults and Families by providing free tax preparation and financial services (including Financial Education, Financial Coaching, Cash for College/FAFSA prep) that will help 19,000 individuals and families increase and preserve their income, increasing self-sufficiency.

Secondary Self Sufficiency Goal: Universal Support Services

Secondary Life Continuum Category: Youth

Foundation Communities (FC) will address the secondary self-sufficiency goal of Universal Support Services and Life Continuum category Youth by providing services to help youth progress to the next academic level – college – with FAFSA and Cash for College assistance, and then complete their program of study, promoting future self sufficiency.

B. Leveraging - N/A

C. Healthy Service Environments

Tobacco-free Campus- Currently Foundation Communities (FC) has a “Smoke- Free Environment Compliance.” Under the current policy, smoking is not permitted in FC vehicles, community residences, or community offices. In accordance with City of Austin smoking laws, FC requires a strict adherence to this policy and employees who smoke in non-smoking area maybe subject to disciplinary action. However, FC, with assistance from the Director of Health Initiatives and her team, will enforce and execute a Tobacco-Free Campus at all FC properties

both indoors and outdoors. Visitors and staff will not be permitted to use tobacco products of any kind on any property owned, leased, or rented by organization (indoors and outdoors). This also includes parking areas and company cards. The Policy applies to all employees, subcontractors, temporary workers, and visitors. FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Tobacco- free campus policy.

Mother – Friendly Workplace - Foundation Communities plans to execute a written worksite lactation support policy to promote and support breastfeeding by nursing mothers/employees, which has already been in practice. It is important that Foundation Communities follow The Patient and Protection and Affordable Care act, Section 7 of the United States Fair Labor Standards Act by providing but not limited to the following:

1. Reasonable break time and flexible work schedule.
2. Private, shielded area that is not the bathroom in order to express milk.
3. Provide clean, safe water source to rinse and wash hands and pump.
4. Access to storage areas for mother's breast milk.

FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Mother – Friendly Workplace policy.

Employee Wellness Initiative - Through Blue Cross, Blue Shield Foundation Communities offers health assessments and tips for evaluate and offer tips for preventative, current, and future health living and to offer tips or disease prevention. Employees also have access to Employee

Assistance Program (EAP), is a free service designed to help with stressful and various health problems, such as relationships, depression, anxiety, child and elder care, legal issues, financial issues, and substance abuse issues. EAP is available at no cost, 24 hours day, 365 days a year for all employees. As Foundation Communities continues to grow, Health Initiatives are a critical part of FC's mission for both residents and employees. With the help of our Director of Health Initiatives and Director of Human Resources, FC plan to increase fitness, tobacco-free living and nutrition programming through written policies and awareness. FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Wellness Initiatives.

The current "Weapons and Workplace Violence" policy at Foundation Communities forbids any and all acts of threats of violence by any employee against any other employee, community resident, business associate or visitor. It is FC's intention to keep the work environment safe. Foundation Communities prohibits threats, which is not limited to physical violence under current policy, of damage to any employee, community resident, business associate or visitor. FC reserves the right to conduct search of all persons and property, including personal property, located on any FC premises or work site and seek appropriate action if deemed necessary.

The following is taken from The Employee Handbook:

WEAPONS AND WORKPLACE VIOLENCE

FOUNDATION COMMUNITIES expressly forbids any and all acts or threats of violence by any employee against any other employee, community resident, business associate or visitor on or about Organization premises. Further, the Organization expressly prohibits any acts or threats of damage to or destruction of any **FOUNDATION COMMUNITIES'** property.

FOUNDATION COMMUNITIES strictly prohibits employees and all other persons from bringing, storing, concealing or possessing any weapon, including but not limited to firearms, handguns, knives (except for small pocket knives not used or intended for use as a weapon or to inflict bodily injury) and explosive devices, on **FOUNDATION COMMUNITIES** premises or work sites. **FOUNDATION COMMUNITIES** vehicles and private vehicles parked on **FOUNDATION COMMUNITIES** premises or work sites are locations included within this prohibition. This policy applies even if the individual is licensed to carry a concealed handgun under the Texas Concealed Handgun Act. This prohibition does not apply to duly authorized peace officers or security personnel.

FOUNDATION COMMUNITIES reserves the right to conduct searches of all persons and property, including personal property, located on Organization premises or work sites. Entry onto **FOUNDATION COMMUNITIES'** premises or work sites constitutes consent to such searches. Written consent to such searches may also be required by **FOUNDATION COMMUNITIES**. The purpose of such searches is to determine whether any person is in possession of weapons in violation of this policy. When appropriate, such items discovered through the Organization's searches may be taken into custody and may be turned over to the proper law enforcement authorities.

It is **FOUNDATION COMMUNITIES'** sincere intention to keep its work environment safe. This is necessarily a team effort. It is every employee's obligation to inform his or her supervisor or manager of any suspicious workplace activity that he/she observes. Such activity can lead to workplace violence if it is not addressed.

NOTE: A threat need not be physical to be a violation of this policy. Any employee violating the Organization's anti-weapons and/or anti-violence policies is subject to immediate dismissal and possible criminal prosecution.

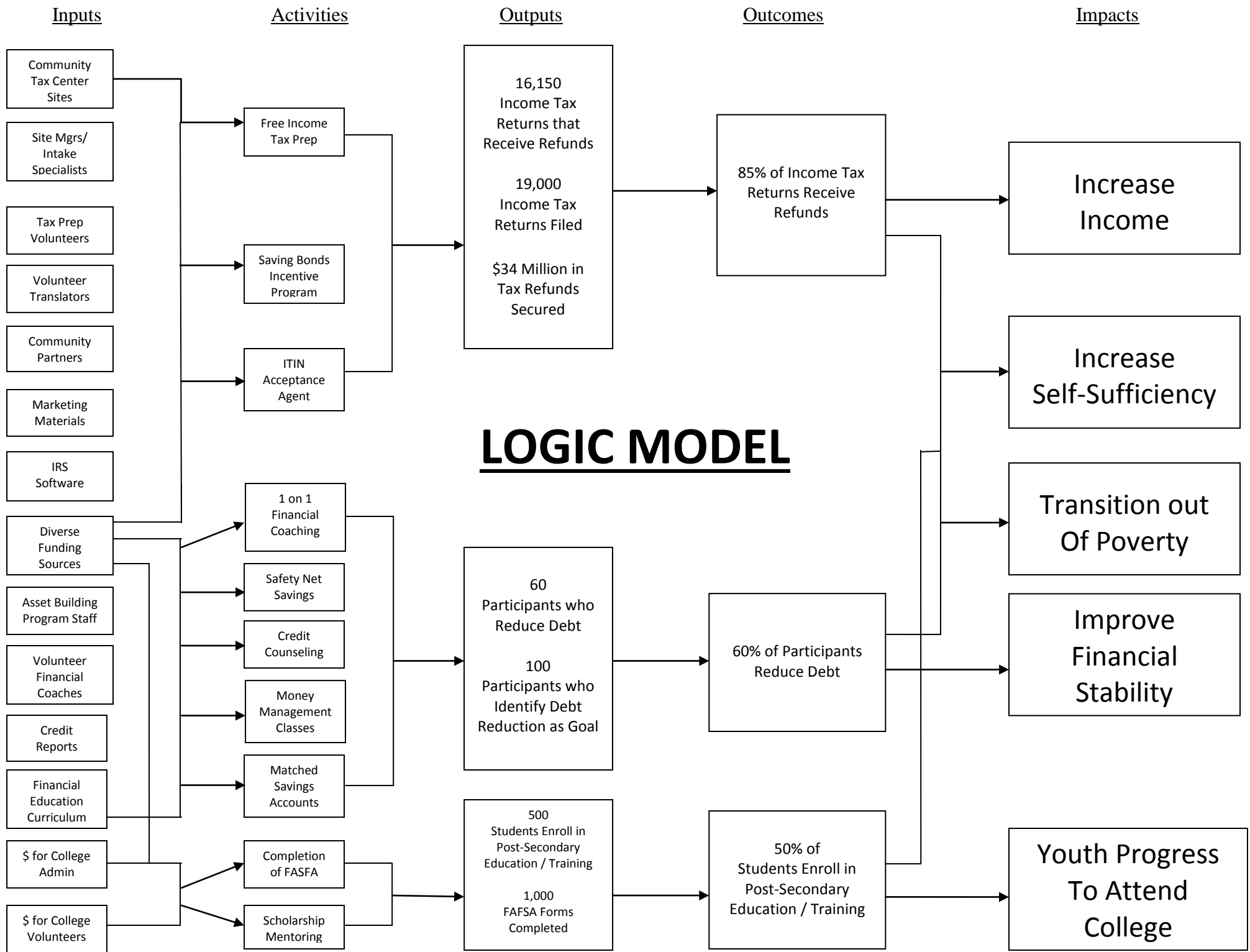
Required Attachments



Logic Model



LOGIC MODEL



Section 0640

Program Performance Measures and Goals



Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	2,850	16,150	19,000

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	7,500	31,500	38,000

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Dollar amount of income tax refunds secured for clients per 12 month contract period	\$5.1 million	\$28.9 million	\$34 million

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Free Application for Federal Student Aid (FAFSA) forms prepared for clients per 12 month period	150	850	1,000

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of tax prep clients who receive a refund (numerator)	16,150
Total number of clients whose income tax return we complete (denominator)	19,000
Percentage tax preparation clients who receive a federal income tax refund (outcome rate)	85%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of FAFSA clients who enroll in post-secondary education/training within 2 semesters of completing FAFSA (numerator)	500
Total number of clients who we help to compete a FAFSA (denominator)	1,000
Percentage of FAFSA clients who enroll in post-secondary education/training within two semesters of completing the FAFSA (outcome rate)	50%

Section 0640
Program Performance Measures and Goals

Total Program Performance – OUTCOME # 3 (Proposed)	Total Program Annual Goal
Number of Financial Coaching/Education clients with less total debt on follow-up credit report than on initial credit report (numerator)	60
Total number of Financial Coaching/Education clients who identify debt reduction as a goal (denominator)	100
Percentage of Financial Coaching/Education clients who reduce their total debt (outcome rate)	60%

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)

MOUs



Electronic Version Form F6729B: 09-2013		Department of the Treasury - Internal Revenue Service Form 6729B Shopping Review Sheet 2014			Date of Review 02/25/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Workforce Solutions		Grant		S55010119	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
SPEC Shopper Review	Efile	Unannounced	1040	D	17673	Yes

Quality

Question	Answer	Comment
1 Did the volunteer use a complete Intake and Interview Process with you?	Yes	
2 Was the site's tax preparation process explained to you?	Yes	
3 Did the volunteer review and discuss Form 13614-C pages 1 and 2 with you?	Yes	
4 Did the volunteer use a complete quality review process with you? (this includes the necessary steps listed in Form 13614-C, Part VII)	Yes	
5 What is the certification level of this shopping return scenario?	Advanced	
6 Was the volunteer preparer certified at the level required to prepare this return?	Yes	
7 Was the quality reviewer certified at the level required to quality review this return?	Yes	
8 What training method did the volunteer preparer use for tax law certification?	Combination (classroom/Link and Learn)	

Label

Question	Answer	Comment
9 Was your social security number correct on the prepared tax return?	Yes	

Filing Status

Question	Answer	Comment
10 What is the filing status listed on your return?	HOH	
11 Is the filing status correct?	Yes - Filing Status is correct	

Exemptions

Question	Answer	Comment
12 Is the number of personal exemption(s) correct?	Yes	

Exemptions

Question	Answer	Comment
13 Is the number of dependency exemption(s) correct?	Yes - # of dependency exemption (s) correct	

Income/Adjustments

Question	Answer	Comment
14 Is the total income correct?	Yes - Income amount correct	
15 Is the income on Schedule C/C-EZ correct?	Yes - Income on Schedule C/C-EZ is correct	
16 Are the expenses on Schedule C/C-EZ correct?	Yes - Expenses are correct on Schedule C/C-EZ	
17 Are the adjustments to income correct?	Yes - Adjustment to income amount correct	

Tax and Credits

Question	Answer	Comment
18 Is the standard deduction correct?	Yes - Standard deduction correct	
19 Are the itemized deductions correct?	N/A - Standard deduction claimed	
20 Is the Child and Dependent Care Credit correct?	N/A - Not entitled to CDCC & none claimed	
21 Is the Retirement Savings Contributions Credit correct?	N/A - Not entitled to ret sav credit- none claimed	
22 Is the Child Tax Credit correct?	Yes - Entitled to CTC and correct	
23 Are all other credits correct?	N/A - Not entitled to other credits - none claimed	

Other Taxes

Question	Answer	Comment
24 Are all Other Taxes correct?	Yes - Other Taxes correct	

Payments

Question	Answer	Comment
25 Is the Federal withholding correct?	Yes - Federal withholding correct	
26 Is the Earned Income Credit correct?	Yes - Entitled to EIC and correct	
27 Is the Additional Child Tax Credit correct?	N/A - Not entitled to ACTC and none claimed	
28 Is the American opportunity credit correct?	N/A - Not ent'd to American opp cr'dt- none claimed	

Accuracy of Return

Accuracy of Return

Question		Answer	Comment
29	Based on the scenario used, is the refund or balance due correct?	Yes	

Remarks

Electronic Version Form F6729:09-2013		Department of the Treasury - Internal Revenue Service Form 6729 Site Review Sheet 2014			Date of Review 02/26/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Community Financial Center		Grant		S55012163	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
Shopping Site Review	Efile	Unannounced		D	17668	Yes - 100%

QSR # 1: Certification

Question	Answer	Comment
1 Are all volunteers at the site today certified in the Volunteer Standards of Conduct?	Yes - verified at the site	
2 Does the site coordinator (SC) or AARP Local Coordinator (LC) have a process to confirm volunteers have taken the Intake/Interview and Quality Review (PowerPoint) training, when required?	Yes	
3 Are all volunteers who answer tax law questions, prepare or correct tax returns, and/or conduct quality reviews at the site today certified in tax law?	Yes - verified at the site	
4 Did the site coordinator (SC) or AARP Local Coordinator (LC) receive SC/LC training?	Yes	
5 If questions 1, 3-4 were all answered Yes or "FSA Only Site", answer yes. If you answered No for one or more of questions 1, 3-4, answer No.	Yes	

QSR # 2: Intake and Interview Process

Question	Answer	Comment
6 Does the site have a process for ensuring volunteers are only addressing tax law issues that are within the scope of VITA/TCE Programs and their certification level?	Yes	
7 Are out of scope returns prepared at the site?	No	
8 Is the site following the necessary steps for the intake and interview process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	
9 If the site does not prepare out of scope returns and question 8 was answered Yes or FSA Only Site, answer yes. If the site prepares out of scope returns or you answered No to question 8, answer No.	Yes	

QSR # 3: Quality Review Process

Question	Answer	Comment
----------	--------	---------

QSR # 3: Quality Review Process

Question	Answer	Comment
10 Does the site have a process for ensuring quality reviewers are only reviewing returns with tax law issues that are both within the scope of VITA/TCE Programs and their certification level?	Yes	
11 Is the site following the necessary steps for the quality review process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	

QSR # 4: Reference Materials

Question	Answer	Comment
12 Does the site have a process for volunteers to review the volunteer alerts (VTA, QSRA, and CyberTax)?	Yes	
13 Are all required reference materials available for use at the site?	Yes	

QSR # 5: Volunteer Agreement

Question	Answer	Comment
14 Are all Forms 13615 for volunteers at the site today signed and dated by the volunteer and designated approving official(s)?	Yes-verified at the site	
15 Did you identify any violations to the Volunteer Standards of Conduct?	No violations identified	
16 Is VolTax information displayed at the site?	Yes	
17 If you answered Yes to question 14 and did not identify any violations to the VSC, answer yes. If you answered No to question 14 or identified a violation to the VSC, answer No.	Yes	

QSR # 6: Timely Filing

Question	Answer	Comment
18 Does the site take reasonable steps to meet e-file timely filed requirements?	Yes	
19 Are Forms 8879 signed by the taxpayer and given to the taxpayer with a copy of their completed tax return?	Yes	
20 Are taxpayers advised they are responsible for the information on their completed tax return and, by signing the return, they are guaranteeing under penalty of perjury, they have examined the return and its accompanying forms and schedules for accuracy?	Yes	
21 If questions 18-20 were all answered Yes or FSA Only Site, answer yes. If you answered No for at least one of questions 18-20, answer No.	Yes	

QSR # 7: Title VI

QSR # 7: Title VI

Question	Answer	Comment
22 Does the site have a process for responding to Civil Rights issues such as requests for reasonable accommodation or complaints?	Yes	
23 Is the Your Civil Rights (Title VI) poster displayed or posted at the first point of contact between the volunteer and taxpayer at the site?	Yes	

QSR # 8: Site Identification Number

Question	Answer	Comment
24 Is the site using the correct SIDN?	Yes	

QSR # 9: Electronic Filing Identification Number

Question	Answer	Comment
25 Is the site using the correct EFIN?	Yes	

QSR # 10: Security, Privacy and Confidentiality

Question	Answer	Comment
26 Are volunteers wearing or displaying their identity (name) to the taxpayers they serve?	Yes	
27 Does the site ask for photo identification for all primary and secondary taxpayers?	Yes	
28 Does the site verify taxpayer identification numbers using proper documentation for everyone named on the return?	Yes	
29 Does the site have a process to identify every volunteer who prepares, corrects, or changes the tax return?	Yes	
30 Does the site take adequate security measures to protect electronic equipment, including IRS loaned computers?	Yes	
31 Is sensitive information being properly disposed of (e.g. shredded, burned, or returned to taxpayer), as defined in Publication 4299, Privacy, Confidentiality, and Standards of Conduct - A Public Trust?	Yes	
32 If Section 7216 is applicable, are consent notices properly secured and maintained for three years?	N/A-Consent notices are not required	
33 If questions 27-32 were all answered Yes or FSA Only Site, answer yes. If you answered No to one or more of questions 27-32, answer No.	Yes	

Site Operations

Question	Answer	Comment
----------	--------	---------

Site Operations

Question		Answer	Comment
34	Is the correct site operating information recorded in SPECTRM?	Yes	

Remarks

Electronic Version Form F6729B: 09-2013		Department of the Treasury - Internal Revenue Service Form 6729B Shopping Review Sheet 2014			Date of Review 02/26/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Community Financial Center		Grant		S55012163	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
SPEC Shopper Review	Efile	Unannounced	1040	D	17669	Yes

Quality

Question	Answer	Comment
1 Did the volunteer use a complete Intake and Interview Process with you?	Yes	
2 Was the site's tax preparation process explained to you?	Yes	
3 Did the volunteer review and discuss Form 13614-C pages 1 and 2 with you?	Yes	
4 Did the volunteer use a complete quality review process with you? (this includes the necessary steps listed in Form 13614-C, Part VII)	Yes	
5 What is the certification level of this shopping return scenario?	Advanced	
6 Was the volunteer preparer certified at the level required to prepare this return?	Yes	
7 Was the quality reviewer certified at the level required to quality review this return?	Yes	
8 What training method did the volunteer preparer use for tax law certification?	Combination (classroom/Link and Learn)	

Label

Question	Answer	Comment
9 Was your social security number correct on the prepared tax return?	Yes	

Filing Status

Question	Answer	Comment
10 What is the filing status listed on your return?	HOH	
11 Is the filing status correct?	Yes - Filing Status is correct	

Exemptions

Question	Answer	Comment
12 Is the number of personal exemption(s) correct?	Yes	

Exemptions

Question	Answer	Comment
13 Is the number of dependency exemption(s) correct?	Yes - # of dependency exemption (s) correct	

Income/Adjustments

Question	Answer	Comment
14 Is the total income correct?	Yes - Income amount correct	
15 Is the income on Schedule C/C-EZ correct?	Yes - Income on Schedule C/C-EZ is correct	
16 Are the expenses on Schedule C/C-EZ correct?	Yes - Expenses are correct on Schedule C/C-EZ	
17 Are the adjustments to income correct?	Yes - Adjustment to income amount correct	

Tax and Credits

Question	Answer	Comment
18 Is the standard deduction correct?	Yes - Standard deduction correct	
19 Are the itemized deductions correct?	N/A - Standard deduction claimed	
20 Is the Child and Dependent Care Credit correct?	N/A - Not entitled to CDCC & none claimed	
21 Is the Retirement Savings Contributions Credit correct?	N/A - Not entitled to ret sav credit- none claimed	
22 Is the Child Tax Credit correct?	Yes - Entitled to CTC and correct	
23 Are all other credits correct?	N/A - Not entitled to other credits - none claimed	

Other Taxes

Question	Answer	Comment
24 Are all Other Taxes correct?	Yes - Other Taxes correct	

Payments

Question	Answer	Comment
25 Is the Federal withholding correct?	Yes - Federal withholding correct	
26 Is the Earned Income Credit correct?	Yes - Entitled to EIC and correct	
27 Is the Additional Child Tax Credit correct?	N/A - Not entitled to ACTC and none claimed	
28 Is the American opportunity credit correct?	N/A - Not ent'd to American opp cr'dt- none claimed	

Accuracy of Return

Accuracy of Return

Question		Answer	Comment
29	Based on the scenario used, is the refund or balance due correct?	Yes	

Remarks

Electronic Version Form F6729:09-2013		Department of the Treasury - Internal Revenue Service Form 6729 Site Review Sheet 2014			Date of Review 02/25/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Highland Mall		Grant		S58068918	CCYDB	Tax Consultant
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
Field Site Visit	Efile	Unannounced	N/A	N/A	17402	Yes - 100%

QSR # 1: Certification

Question	Answer	Comment
1 Are all volunteers at the site today certified in the Volunteer Standards of Conduct?	Yes - verified at the site	
2 Does the site coordinator (SC) or AARP Local Coordinator (LC) have a process to confirm volunteers have taken the Intake/Interview and Quality Review (PowerPoint) training, when required?	Yes	
3 Are all volunteers who answer tax law questions, prepare or correct tax returns, and/or conduct quality reviews at the site today certified in tax law?	Yes - verified at the site	
4 Did the site coordinator (SC) or AARP Local Coordinator (LC) receive SC/LC training?	Yes	
5 If questions 1, 3-4 were all answered Yes or "FSA Only Site", answer yes. If you answered No for one or more of questions 1, 3-4, answer No.	Yes	

QSR # 2: Intake and Interview Process

Question	Answer	Comment
6 Does the site have a process for ensuring volunteers are only addressing tax law issues that are within the scope of VITA/TCE Programs and their certification level?	Yes	
7 Are out of scope returns prepared at the site?	No	
8 Is the site following the necessary steps for the intake and interview process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	
9 If the site does not prepare out of scope returns and question 8 was answered Yes or FSA Only Site, answer yes. If the site prepares out of scope returns or you answered No to question 8, answer No.	Yes	

QSR # 3: Quality Review Process

Question	Answer	Comment
----------	--------	---------

QSR # 3: Quality Review Process

Question	Answer	Comment
10 Does the site have a process for ensuring quality reviewers are only reviewing returns with tax law issues that are both within the scope of VITA/TCE Programs and their certification level?	Yes	
11 Is the site following the necessary steps for the quality review process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	

QSR # 4: Reference Materials

Question	Answer	Comment
12 Does the site have a process for volunteers to review the volunteer alerts (VTA, QSRA, and CyberTax)?	Yes	
13 Are all required reference materials available for use at the site?	Yes	

QSR # 5: Volunteer Agreement

Question	Answer	Comment
14 Are all Forms 13615 for volunteers at the site today signed and dated by the volunteer and designated approving official(s)?	Yes-verified at the site	
15 Did you identify any violations to the Volunteer Standards of Conduct?	No violations identified	
16 Is VolTax information displayed at the site?	Yes	
17 If you answered Yes to question 14 and did not identify any violations to the VSC, answer yes. If you answered No to question 14 or identified a violation to the VSC, answer No.	Yes	

QSR # 6: Timely Filing

Question	Answer	Comment
18 Does the site take reasonable steps to meet e-file timely filed requirements?	Yes	
19 Are Forms 8879 signed by the taxpayer and given to the taxpayer with a copy of their completed tax return?	Yes	
20 Are taxpayers advised they are responsible for the information on their completed tax return and, by signing the return, they are guaranteeing under penalty of perjury, they have examined the return and its accompanying forms and schedules for accuracy?	Yes	
21 If questions 18-20 were all answered Yes or FSA Only Site, answer yes. If you answered No for at least one of questions 18-20, answer No.	Yes	

QSR # 7: Title VI

QSR # 7: Title VI

Question	Answer	Comment
22 Does the site have a process for responding to Civil Rights issues such as requests for reasonable accommodation or complaints?	Yes	
23 Is the Your Civil Rights (Title VI) poster displayed or posted at the first point of contact between the volunteer and taxpayer at the site?	Yes	

QSR # 8: Site Identification Number

Question	Answer	Comment
24 Is the site using the correct SIDN?	Yes	

QSR # 9: Electronic Filing Identification Number

Question	Answer	Comment
25 Is the site using the correct EFIN?	Yes	

QSR # 10: Security, Privacy and Confidentiality

Question	Answer	Comment
26 Are volunteers wearing or displaying their identity (name) to the taxpayers they serve?	Yes	
27 Does the site ask for photo identification for all primary and secondary taxpayers?	Yes	
28 Does the site verify taxpayer identification numbers using proper documentation for everyone named on the return?	Yes	
29 Does the site have a process to identify every volunteer who prepares, corrects, or changes the tax return?	Yes	
30 Does the site take adequate security measures to protect electronic equipment, including IRS loaned computers?	Yes	
31 Is sensitive information being properly disposed of (e.g. shredded, burned, or returned to taxpayer), as defined in Publication 4299, Privacy, Confidentiality, and Standards of Conduct - A Public Trust?	Yes	
32 If Section 7216 is applicable, are consent notices properly secured and maintained for three years?	N/A-Consent notices are not required	
33 If questions 27-32 were all answered Yes or FSA Only Site, answer yes. If you answered No to one or more of questions 27-32, answer No.	Yes	

Site Operations

Question	Answer	Comment
----------	--------	---------

Site Operations

Question		Answer	Comment
34	Is the correct site operating information recorded in SPECTRM?	Yes	

Remarks

Electronic Version Form F6729:09-2013		Department of the Treasury - Internal Revenue Service Form 6729 Site Review Sheet 2014			Date of Review 02/24/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Highland Mall		Grant		S58068918	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
Shopping Site Review	Efile	Unannounced	N/A	D	17670	Yes - 100%

QSR # 1: Certification

Question	Answer	Comment
1 Are all volunteers at the site today certified in the Volunteer Standards of Conduct?	Yes - verified at the site	
2 Does the site coordinator (SC) or AARP Local Coordinator (LC) have a process to confirm volunteers have taken the Intake/Interview and Quality Review (PowerPoint) training, when required?	Yes	
3 Are all volunteers who answer tax law questions, prepare or correct tax returns, and/or conduct quality reviews at the site today certified in tax law?	Yes - verified at the site	
4 Did the site coordinator (SC) or AARP Local Coordinator (LC) receive SC/LC training?	Yes	
5 If questions 1, 3-4 were all answered Yes or "FSA Only Site", answer yes. If you answered No for one or more of questions 1, 3-4, answer No.	Yes	

QSR # 2: Intake and Interview Process

Question	Answer	Comment
6 Does the site have a process for ensuring volunteers are only addressing tax law issues that are within the scope of VITA/TCE Programs and their certification level?	Yes	
7 Are out of scope returns prepared at the site?	No	
8 Is the site following the necessary steps for the intake and interview process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	
9 If the site does not prepare out of scope returns and question 8 was answered Yes or FSA Only Site, answer yes. If the site prepares out of scope returns or you answered No to question 8, answer No.	Yes	

QSR # 3: Quality Review Process

Question	Answer	Comment
----------	--------	---------

QSR # 3: Quality Review Process

Question	Answer	Comment
10 Does the site have a process for ensuring quality reviewers are only reviewing returns with tax law issues that are both within the scope of VITA/TCE Programs and their certification level?	Yes	
11 Is the site following the necessary steps for the quality review process for every return as outlined in the Intake/Interview and Quality Review training?	Yes	

QSR # 4: Reference Materials

Question	Answer	Comment
12 Does the site have a process for volunteers to review the volunteer alerts (VTA, QSRA, and CyberTax)?	Yes	
13 Are all required reference materials available for use at the site?	Yes	

QSR # 5: Volunteer Agreement

Question	Answer	Comment
14 Are all Forms 13615 for volunteers at the site today signed and dated by the volunteer and designated approving official(s)?	Yes-verified at the site	
15 Did you identify any violations to the Volunteer Standards of Conduct?	No violations identified	
16 Is VolTax information displayed at the site?	Yes	
17 If you answered Yes to question 14 and did not identify any violations to the VSC, answer yes. If you answered No to question 14 or identified a violation to the VSC, answer No.	Yes	

QSR # 6: Timely Filing

Question	Answer	Comment
18 Does the site take reasonable steps to meet e-file timely filed requirements?	Yes	
19 Are Forms 8879 signed by the taxpayer and given to the taxpayer with a copy of their completed tax return?	Yes	
20 Are taxpayers advised they are responsible for the information on their completed tax return and, by signing the return, they are guaranteeing under penalty of perjury, they have examined the return and its accompanying forms and schedules for accuracy?	Yes	
21 If questions 18-20 were all answered Yes or FSA Only Site, answer yes. If you answered No for at least one of questions 18-20, answer No.	Yes	

QSR # 7: Title VI

QSR # 7: Title VI

Question		Answer	Comment
22	Does the site have a process for responding to Civil Rights issues such as requests for reasonable accommodation or complaints?	Yes	
23	Is the Your Civil Rights (Title VI) poster displayed or posted at the first point of contact between the volunteer and taxpayer at the site?	Yes	

QSR # 8: Site Identification Number

Question		Answer	Comment
24	Is the site using the correct SIDN?	Yes	

QSR # 9: Electronic Filing Identification Number

Question		Answer	Comment
25	Is the site using the correct EFIN?	Yes	

QSR # 10: Security, Privacy and Confidentiality

Question		Answer	Comment
26	Are volunteers wearing or displaying their identity (name) to the taxpayers they serve?	Yes	
27	Does the site ask for photo identification for all primary and secondary taxpayers?	Yes	
28	Does the site verify taxpayer identification numbers using proper documentation for everyone named on the return?	Yes	
29	Does the site have a process to identify every volunteer who prepares, corrects, or changes the tax return?	Yes	
30	Does the site take adequate security measures to protect electronic equipment, including IRS loaned computers?	Yes	
31	Is sensitive information being properly disposed of (e.g. shredded, burned, or returned to taxpayer), as defined in Publication 4299, Privacy, Confidentiality, and Standards of Conduct - A Public Trust?	Yes	
32	If Section 7216 is applicable, are consent notices properly secured and maintained for three years?	N/A-Consent notices are not required	
33	If questions 27-32 were all answered Yes or FSA Only Site, answer yes. If you answered No to one or more of questions 27-32, answer No.	Yes	

Site Operations

Question		Answer	Comment
----------	--	--------	---------

Site Operations

Question		Answer	Comment
34	Is the correct site operating information recorded in SPECTRM?	Yes	

Remarks

Electronic Version Form F6729B: 09-2013		Department of the Treasury - Internal Revenue Service Form 6729B Shopping Review Sheet 2014			Date of Review 02/24/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Highland Mall		Grant		S58068918	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
SPEC Shopper Review	Efile	Unannounced	1040	D	17671	Yes

Quality

Question	Answer	Comment
1 Did the volunteer use a complete Intake and Interview Process with you?	Yes	
2 Was the site's tax preparation process explained to you?	Yes	
3 Did the volunteer review and discuss Form 13614-C pages 1 and 2 with you?	Yes	
4 Did the volunteer use a complete quality review process with you? (this includes the necessary steps listed in Form 13614-C, Part VII)	Yes	
5 What is the certification level of this shopping return scenario?	Advanced	
6 Was the volunteer preparer certified at the level required to prepare this return?	Yes	
7 Was the quality reviewer certified at the level required to quality review this return?	Yes	
8 What training method did the volunteer preparer use for tax law certification?	Combination (classroom/Link and Learn)	

Label

Question	Answer	Comment
9 Was your social security number correct on the prepared tax return?	Yes	

Filing Status

Question	Answer	Comment
10 What is the filing status listed on your return?	HOH	
11 Is the filing status correct?	Yes - Filing Status is correct	

Exemptions

Question	Answer	Comment
12 Is the number of personal exemption(s) correct?	Yes	

Exemptions

Question	Answer	Comment
13 Is the number of dependency exemption(s) correct?	Yes - # of dependency exemption (s) correct	

Income/Adjustments

Question	Answer	Comment
14 Is the total income correct?	Yes - Income amount correct	
15 Is the income on Schedule C/C-EZ correct?	Yes - Income on Schedule C/C-EZ is correct	
16 Are the expenses on Schedule C/C-EZ correct?	Yes - Expenses are correct on Schedule C/C-EZ	
17 Are the adjustments to income correct?	Yes - Adjustment to income amount correct	

Tax and Credits

Question	Answer	Comment
18 Is the standard deduction correct?	Yes - Standard deduction correct	
19 Are the itemized deductions correct?	Yes - Itemized deductions correct	
20 Is the Child and Dependent Care Credit correct?	N/A - Not entitled to CDCC & none claimed	
21 Is the Retirement Savings Contributions Credit correct?	N/A - Not entitled to ret sav credit- none claimed	
22 Is the Child Tax Credit correct?	Yes - Entitled to CTC and correct	
23 Are all other credits correct?	N/A - Not entitled to other credits - none claimed	

Other Taxes

Question	Answer	Comment
24 Are all Other Taxes correct?	Yes - Other Taxes correct	

Payments

Question	Answer	Comment
25 Is the Federal withholding correct?	Yes - Federal withholding correct	
26 Is the Earned Income Credit correct?	Yes - Entitled to EIC and correct	
27 Is the Additional Child Tax Credit correct?	N/A - Not entitled to ACTC and none claimed	
28 Is the American opportunity credit correct?	N/A - Not ent'd to American opp cr'dt- none claimed	

Accuracy of Return

Accuracy of Return

Question		Answer	Comment
29	Based on the scenario used, is the refund or balance due correct?	Yes	

Remarks

Monitoring Reports





City of Austin Health and Human Services Department

Community Services Division
P.O. Box 1088
Austin, Texas 78767

Walter Moreau,
Executive Director
Foundation Communities, Inc.
3036 South First Street, Suite 200
Austin, Texas 78704

February 20, 2014

Re: 2013 Agency Site Visit – Annual Onsite Monitoring Review

Dear Mr. Moreau:

On October 23, 2013, the City of Austin Health and Human Services Department (HHSD) conducted a site visit at Foundation Communities, 3036 South First Street, in Austin, TX. Julian Huerta, *Director of Programs*, and Kelsey Hitchingham, *Grant Administrator*, represented Foundation Communities during the visit. Natasha Ponczek Shoemake, *Homeless Services Coordinator*, and Dawn Perkins Buhler, *PSH Planner*, represented the Health and Human Services (HHSD) Community Based Resources (CBR) Unit during the site visit. The primary purpose was to perform an annual onsite monitoring review.

On December 17th, 18th, and 20th, 2013, the City of Austin conducted client file reviews at Arbor Terrace, M Station, and the Community Tax Center (on W. Stassney Lane) in Austin, Texas. Dawn, Kelsey, and Natasha were joined by Tim Miles, *Director of Supportive Services*, Mario Cortez, *Director of Supportive Housing*, and Karen Serna, *Director of Asset Building Programs*.

Foundation Communities made the following documents available for CBR review on October 23rd:

- General Ledger for Community Tax Centers – May 1, 2013 – June 30, 2013
- Labor Distribution for Community Tax Centers - May 10, 2013 – 6/14/2013
- General Ledger for M Station – June 1, 2013 – June 30, 2013
- Back-up documentation for M Station Pay Requests
- General Ledger for Arbor Terrace – May 1, 2013 – June 30, 2013
- Back-up documentation for Arbor Terrace Pay Requests
- MOU between Foundation Communities and Lone Star Circle of Care for Arbor Terrace
- Employment Policy Handbook

I. FINANCIAL REVIEW

The *Financial Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to Foundation Communities prior to the October 8, 2013 site visit. Brief responses to the *Financial Review* questions are listed below.

- A. Yes, financial documentation did match the reimbursement requests.
- B. Yes, there is sufficient progress in spending/requesting funds to meet the goals.
- C. N/A, advanced funds are not issued.
- D. Yes, documentation exists to support expenditures.
- E. Yes, the contractor maintains records that indicate monthly bank reconciliations.
- F. N/A, the contractor does not earn interest.
- G. N/A, contractor does not earn program income.

- H. Yes, the direct service cost appears to be reasonable and eligible.
- I. N/A, no procumbent procedures were followed (the City is only paying for salaries).
- J. Yes, then administrative costs appear to be reasonable under contract terms.
- K. Yes, records are maintained that indicate how administrative costs are used.
- L. N/A, there are no additional grant requirements.

II. PERFORMANCE REVIEW

The *Performance Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the *Performance Review* questions are listed below.

- A. Yes, written materials, project files, and staff interviews indicate that contract activities are consistent with the terms/provisions.
- B. Yes, there is documentation to verify reported results for specific performance goals.
- C. Yes, samples of the files indicate proper documentation is maintained.
 - i. Five client files were reviewed for the **Community Tax Centers and Asset Building Program** and met all eligibility guidelines.
 - ii. Five client files were reviewed for **Arbor Terrace** and met all eligibility guidelines.
 - 1. Because Caritas of Austin provides the case management, income and homeless eligibility were found in Caritas files. FC files contained homeless certification and income eligibility for the CoC contracts. Chronically Homeless back-up documentation was also found in the Caritas files.
 - iii. Five client files were reviewed for **M Station** and met all eligibility guidelines. However, there were **two issues** that need management attention.
 - 1. We found five different homeless eligibility forms. Though they all met the guidelines and provided the necessary information, we suggest merging these five documents into one FC Homeless Eligibility Form.
 - 2. Additionally, it was not initially clear that the number of homeless families represented the amount of City funding (17.54%), since NHCD changed their funding requirements from homeless to extremely low income. Though we were able to find a representative population sample (five files), it's important that 17.54% of families at M Station are in fact homeless.
- D. N/A, there are no additional grant requirements.

III. ADMINISTRATIVE REVIEW

The *Administrative Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the *Administrative Review* questions are listed below.

- A. Yes, adequate records have been retained for appropriate time. BDCD fiscal policies require a seven year retention period.
- B. Yes, the contractor is not influenced by outside pressure or contractor relationships with special interest groups.
- C. Yes, all policies were posted or present.
- D. Yes, all employee files maintained appropriate documentation. Three employee files were reviewed and all met qualifications. The I9s and IDs are kept in a separate location.
- E. N/A, the contractor does not work with sub-contractors.
- F. N/A, the contractor does not work with sub-contractors and thus no agreements were signed.
- G. Yes, additional grant requirements were met.

IV. PRIOR MONITORING RESULTS

The *Prior Monitoring Results* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the Prior Monitoring Results questions are listed below.

- A. Yes, signed Audit Board Minutes were returned in January 2013.
- B. N/A, there were no findings.
- C. The previous monitoring was free of findings. Two concerns were found, however: New financial procedures must be provided to City staff when they are approved by the Board and FY 2011 Audit Board Minutes were unsigned.
- D. N/A, there are no additional grant requirements.

V. PROGRAM OVERVIEW

Community Tax Centers (CTC)

- The CTCs have some new locations, such as Highland Mall (they are no longer at the Goodwill Community Center).
- They are also helping to enroll people into the new Affordable Care Act Health Insurance Exchange (though this is not funded by the City).
- The CTCs utilize over 50 certified volunteers and paid assistants.

Conclusion

After reviewing five files, the HHSD site visit of the Community Tax and Asset Building Program Center produced a favorable report of overall contract performance, client eligibility requirements, and program performance.

Arbor Terrace

- HHSD Funds are being used to pay for front desk staff at Arbor Terrace, integrated care via Lone Star Circle of Care (sub-contractor), and in home support via Family Eldercare.

Conclusion

After reviewing five files, the HHSD site visit of the Arbor Terrace Program produced a favorable report of overall contract performance, client eligibility requirements, and program performance. Some issues were found, however, though not significant. For example, some of the files were post-dated, but we learned that this was to match dates for FC's compliance reporting periods.

M Station

- The Children's Home Initiative (families housed at M Station) provides housing and services for families with income below 30% of area MFI. They are required to establish self-sufficiency goals and work with case manager toward goal attainment.

Conclusion

After reviewing five files, the HHSD site visit of the M Station Program produced a favorable report of overall contract performance, client eligibility requirements, and program performance. However, there are two areas that need management attention; consolidated homeless verification form and correct percentage of homeless families served per HHSD funding.

VI. OBSERVATIONS, RECOMMENDATIONS AND REQUIRED ACTIONS

Observation 1:

At M Station, five different homeless eligibility forms were found.

Recommendation 1:

Though all documents met the guidelines and provided the necessary information, we suggest merging these five documents into one FC Homeless Eligibility Form.

Observation 2:

At M Station, it was not initially clear that the number of homeless families represented the amount of City funding (17.54%), since NHCD changed their funding requirements from homeless to extremely low income.

Required Action:

Though we were able to find a representative population sample (five files), it's important that 17.54% of families at M Station are in fact homeless.

Observation 3:

FC did not provide signed board meeting minutes to show that the most recent audit was approved by the Board of Directors.

Required Action:

FC must provide signed board meeting minutes to show that the most recent audit was approved by the Board of Directors.

The signed minutes relating to approval of the audit are due to HHSD by no later than March 5, 2014 at 5pm.

VII. CONCLUSION

Based on the review of the financial, performance, and administrative documents and files, the City is confident that Foundation Communities meets the City of Austin's Social Service Contracts established guidelines and policies. However, two Observations require action (#s 2 & 3) and #3, in particular, needs a response no later than March 5, 2014 at 5pm.

We greatly appreciate your time and participation in this process and also appreciate the hard work and good faith effort to improve accountability in the use of City social service resources.

Sincerely,



Dawn Perkins Buhler, MA
Permanent Supportive Housing (PSH) Planner
Community Based Resources
Health and Human Services
City of Austin
Office: 512-972-5069

cc

Stephanie Hayden, Assistant Director for Community Services, HHSD
Robert Kingham, Manager, HHSD;
Natasha Ponczek Shoemake, Homeless Services Coordinator, HHSD;

Electronic Version Form F6729B: 09-2013		Department of the Treasury - Internal Revenue Service Form 6729B Shopping Review Sheet 2014			Date of Review 02/24/2014	
Site Name		Program Type		SIDN	Review Conducted by SEID	Review Conducted by Category
FC-Highland Mall		Grant		S58068918	D6BCB	SPEC Shopper
Type of Review	Site Type	Advanced Notification Reason	Type of Return	Scenario	Review ID	Met as Yes/No
SPEC Shopper Review	Efile	Unannounced	1040	D	17671	Yes

Quality

Question	Answer	Comment
1 Did the volunteer use a complete Intake and Interview Process with you?	Yes	
2 Was the site's tax preparation process explained to you?	Yes	
3 Did the volunteer review and discuss Form 13614-C pages 1 and 2 with you?	Yes	
4 Did the volunteer use a complete quality review process with you? (this includes the necessary steps listed in Form 13614-C, Part VII)	Yes	
5 What is the certification level of this shopping return scenario?	Advanced	
6 Was the volunteer preparer certified at the level required to prepare this return?	Yes	
7 Was the quality reviewer certified at the level required to quality review this return?	Yes	
8 What training method did the volunteer preparer use for tax law certification?	Combination (classroom/Link and Learn)	

Label

Question	Answer	Comment
9 Was your social security number correct on the prepared tax return?	Yes	

Filing Status

Question	Answer	Comment
10 What is the filing status listed on your return?	HOH	
11 Is the filing status correct?	Yes - Filing Status is correct	

Exemptions

Question	Answer	Comment
12 Is the number of personal exemption(s) correct?	Yes	

Exemptions

Question	Answer	Comment
13 Is the number of dependency exemption(s) correct?	Yes - # of dependency exemption (s) correct	

Income/Adjustments

Question	Answer	Comment
14 Is the total income correct?	Yes - Income amount correct	
15 Is the income on Schedule C/C-EZ correct?	Yes - Income on Schedule C/C-EZ is correct	
16 Are the expenses on Schedule C/C-EZ correct?	Yes - Expenses are correct on Schedule C/C-EZ	
17 Are the adjustments to income correct?	Yes - Adjustment to income amount correct	

Tax and Credits

Question	Answer	Comment
18 Is the standard deduction correct?	Yes - Standard deduction correct	
19 Are the itemized deductions correct?	Yes - Itemized deductions correct	
20 Is the Child and Dependent Care Credit correct?	N/A - Not entitled to CDCC & none claimed	
21 Is the Retirement Savings Contributions Credit correct?	N/A - Not entitled to ret sav credit- none claimed	
22 Is the Child Tax Credit correct?	Yes - Entitled to CTC and correct	
23 Are all other credits correct?	N/A - Not entitled to other credits - none claimed	

Other Taxes

Question	Answer	Comment
24 Are all Other Taxes correct?	Yes - Other Taxes correct	

Payments

Question	Answer	Comment
25 Is the Federal withholding correct?	Yes - Federal withholding correct	
26 Is the Earned Income Credit correct?	Yes - Entitled to EIC and correct	
27 Is the Additional Child Tax Credit correct?	N/A - Not entitled to ACTC and none claimed	
28 Is the American opportunity credit correct?	N/A - Not ent'd to American opp cr'dt- none claimed	

Accuracy of Return

Accuracy of Return

Question		Answer	Comment
29	Based on the scenario used, is the refund or balance due correct?	Yes	

Remarks

Section 0645

Program Staff Positions and Time



Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Director of Asset Building Programs	1
Financial Coaching Coordinator	1
Financial Education Coordinator	.5
Director of Volunteer Programs	.5
Volunteer Coordinator	1
Cash for College Administrator	1
Community Tax Center Site Managers (January-April only)	7.5
TOTAL FTEs =	12.5

Section 0650

Program Budget Narrative



Section 0650 Program Budget and Narrative

Program Budget

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits		15,000	115,000		627,065	757,065
A. Subtotals: PERSONNEL		15,000	115,000		627,065	757,065
OPERATING EXPENSES						
2. General Operating Expenses			20,000		218,800	238,800
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>					1,500	1,500
5. Conferences/Seminars - <u>Out of Travis County</u>					600	600
B. Subtotals: OPERATING EXPENSES			20,000		220,900	240,900
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients					1,500	1,500
7. Financial Assistance for Clients						
8. Other (<i>Savings Incentives</i>)					10,000	10,000
C. Subtotals: DIRECT ASSISTANCE					11,500	11,500
CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)						
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY						0
TOTALS						
GRAND TOTALS (A + B + C + D)	0	15,000	135,000		859,465	1,009,465
PERCENT SHARE of Total for Funding Sources:	0%	1.5%%	13.4%	0%	85.1%	100%

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #2		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #3		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Full-time staff oversee each component of Financial Capability programming. Seasonal staff are hired to coordinate services at 5 free tax preparation sites. Most tax preparation and financial coaching is done by volunteers. Fulltime staff receive health insurance, long-term disability insurance and retirement benefits paid 100% by FC
OPERATING EXPENSES	
2. General Operating Expenses	Includes general program supplies, marketing and outreach costs, volunteer recruitment and training expenses, printing and facility costs (utilities, telecommunications, custodial).
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (must specify)	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	

Section 0655

Program Funding Summary



Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$150,000
FUNDING AMOUNT TOTAL:				\$150,000



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer

DATE: January 15, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

 Approved w/ Goals

X **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons:

work. Insufficient scopes of

Veronica Lara, Director

Date: 1-21-14

cc: Lorena Resendiz



May 15, 2014

Council on At-Risk Youth
Adrian L. Moore
Executive Director
3710 Cedar Street, Box 23
Austin, TX 78705

Subject: Council on At-Risk Youth's applications in connection with Solicitation RFA EAD0116,
Self Sufficiency Social Services

Dear Mr. Moore:

After careful review, the City of Austin has determined that your responses to the above referenced solicitation have been disqualified based on the following reason(s):

- Failure to submit the required offer sheet on page three of the document titled Package 1 with your applications. Your agency submitted the attached letter instead of the required offer sheets.

You may protest this disqualification. Protest instructions can be found at:
https://assets.austintexas.gov/purchase/standard_solicitation_instructions.pdf, under
Opportunity to Protest. Your correspondence should be addressed to:

City of Austin Purchasing Office
Attention: Purchasing Officer
P. O. Box 1088
Austin, TX 78767-8845

If you intend to protest, please email a copy of your Intent to Protest letter and supporting materials to me at erin.d'vincent@austintexas.gov.

If you would like to discuss this disqualification further, please contact me by phone at 512-972-4017 or email me at the email address listed above.

Thank you for your interest in doing business with the City of Austin.

Sincerely,

Erin D'Vincent
Senior Buyer
City of Austin
Purchasing Office

Attachment: Council on At-Risk Youth's Offer Letter



~helping youth promote
safe schools and safe
communities~

Board of Directors

Stanley L. Knee, Board Chair
Terry Cowan, Past Chair
Seth Winick, Vice Chair
Daniel Mennega, Secretary
Crystal Ping Matthews,
Treasurer

Kathy Bennett
Steve Belt
Roger Brooks
Gary Cobb
Tyler Coleman
Kiel Dolence
Robert J. King
Dee Leekha
Lt. Tyson McGowan
Bill McKean
Ron Oliveira
William C. Parr
David Quintanilla
Karen Sage
Matt Schatz
Jan Slagter
Elizabeth Transier
Celeste Villarreal
Mike Wilfley

Board of Advisors

Art Acevedo
Greg Hamilton
Mark Strama

Founding Board

Chair Emeritus
James Y. Bryce

Development

Director
Heidi Gibbons

Founder &

Executive Director
Adrian L. Moore

3710 Cedar St. Box 23
Austin, TX 78705
(512) 451-4592

www.CARY4kids.org

The City of Austin, Travis County, Austin
Independent School District, Governor's
Criminal Justice Division and the U.S.
Department of Justice are each funding
sources for CARY, but the information
presented here-in does not officially
represent the opinion or policy of these
government agencies.

April 22, 2014

City of Austin Purchasing Office
Municipal Building
124 W. 8th Street, Rm 308
Austin, Texas 78701
Reception Phone 512-974-2500

Re: Offer Sheet

Solicitation No: EAD0116

Commodity Code: 95243

CARY Vendor ID: cou8319697

Dear Sir or Madam:

Please consider this as CARY's Offer Sheet in response to the City of Austin Solicitation No. EAD0116, "Self Sufficiency Continuum for Social Services".

CARY's offer includes all services in the application entitled "An Ounce of Prevention: Juvenile Delinquency and Youth Violence Prevention for At-Risk Youth in the AISD Public School Disciplinary System".

The application herein addresses the primary "Self Sufficiency Goal of Problem Prevention" and the "Life Continuum Category of Youth" as requested in the City of Austin solicitation number EAD0116.

CARY's best price for the delivery of the delinquency and youth violence prevention service for 460 at-risk youth is \$333,333.00.

We are very pleased to be in our ninth year of contract support and we appreciate the opportunity to apply to the City of Austin for future years funding with our application "An Ounce of Prevention: Juvenile Delinquency and Youth Violence Prevention for At-Risk Youth in the AISD Public School Disciplinary System." In return for the investment of \$333,333.00 in 460 at-risk youth, the "Cost Effectiveness" section of our application uses national research and makes the very conservative projection that use of the CARY prevention program will return to taxpayers \$110.00 for each \$1.00 invested.

The enclosures are sealed in two envelopes with the first containing the Threshold Review with requested contents and the second containing the Application Documents with other requested materials. Please contact me if additional information is needed.

Sincerely,

Adrian L. Moore
Executive Director



May 15, 2014

River City Youth Foundation
Mona Gonzalez
Executive Director
5209 S. Pleasant Valley Road
Austin, TX 78744

Subject: River City Youth Foundation's application in connection with Solicitation RFA EAD0116, Self Sufficiency Social Services

Dear Ms. Gonzalez:

After careful review, the City of Austin has determined that your response to the above referenced solicitation has been disqualified based on the following reason(s):

- Failure to submit the required offer sheet on page three of the document titled Package 1 with your applications.

You may protest this disqualification. Protest instructions can be found at: https://assets.austintexas.gov/purchase/standard_solicitation_instructions.pdf, under Opportunity to Protest. Your correspondence should be addressed to:

City of Austin Purchasing Office
Attention: Purchasing Officer
P. O. Box 1088
Austin, TX 78767-8845

If you intend to protest, please email a copy of your Intent to Protest letter and supporting materials to me at erin.d'vincent@austintexas.gov.

If you would like to discuss this disqualification further, please contact me by phone at 512-972-4017 or email me at the email address listed above.

Thank you for your interest in doing business with the City of Austin.

Sincerely,

Erin D'Vincent
Senior Buyer
City of Austin
Purchasing Office